

CONTRACT AWARD				PAGE 1	OF 99	PAGES	
1. CONTRACT NUMBER ODT-8-C-0001		2. EFFECTIVE DATE block #15c		3. SOLICITATION NUMBER ODT-7-R-0001		4. REQUISITION/PROJECT NUMBER	
5. ISSUED BY Office of the Federal Detention Trustee 4601 N Fairfax Drive, Suite 910 Arlington, VA 22203				6. ADMINISTERED BY (If other than Item 5) same as block #5			
7. NAME AND ADDRESS OF CONTRACTOR Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215				8. PAYMENT WILL BE MADE BY same as block #5			
9A. DUNS NUMBER 159734151		9B. TAXPAYER'S IDENTIFICATION NO.		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input checked="" type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (Specify)			
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12. BRIEF DESCRIPTION The Office of the Federal Detention Trustee (OFDT) has a requirement for a secured bed detention facility to house 1,000 beds for detainees (male only) in the custody of the U.S. Department of Justice, United States Marshals Services (USMS), and U.S. Immigration and Customs Enforcement (ICE). The facility shall be located within 75 miles of the Lloyd D. George - U.S. Federal Courthouse, Las Vegas, NV 89101. The successful offeror will be required to provide all personnel services, equipment, material, supplies required for management & operation of a secure detention facility. See details attached.							
13. TOTAL AMOUNT OF CONTRACT				\$122,250,660.00			
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.				15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.			
<input checked="" type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)				A. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN <i>Damon T. Hininger</i>				<i>Anthony H. Bigesby</i>			
C. NAME OF SIGNER Damon T. Hininger				B. NAME OF CONTRACTING OFFICER Anthony H. Bigesby			
D. TITLE OF SIGNER Senior Vice President, Federal and Local Customer Relations				C. DATE 19 May 08			
E. DATE 5/15/08							

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OPTIONAL FORM 307 (9-97)  
Prescribed by GSA - FAR (48 CFR) 53.215-1(e)

## PART I - THE SCHEDULE

### SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 SERVICES AND PRICES

##### (a) NONPERSONAL SERVICES

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a contractor-owned/ contractor-operated detention facility for federal detainees as defined in this Request for Proposal (RFP).

These comprehensive detention services will serve a population principally consisting of individuals charged with federal offenses and detained while awaiting trial or sentencing.

The period of performance for any contract, which the Government may award under the terms and conditions of this RFP, will be for a five-year base period, with up to three five-year options to extend. Potentially, the contract could be for a twenty year period.

##### (b) PRICING INSTRUCTIONS

For purposes of this solicitation, the offeror must submit an offer for the total five-year base period requirement and each option period. The prices will be for providing all services as required by the solicitation.

For each performance year of the multi-year base and option periods, the Government will notify the contractor that funds are available for performance no later than the first day of the pertinent fiscal year. If the contractor is not notified funds are available, cancellation of the contract will occur within 60 days of the start of the pertinent fiscal year.

Accordingly, years two, three, four and five of the base are subject to cancellation in the event funds are not available. The cancellation ceilings for the base period years are as follows:

- Year 2 - 30% of the Total Base Period Price
- Year 3 - 15% of the Total Base Period Price
- Year 4 - 15% of the Total Base Period Price
- Year 5 - 15% of the Total Base Period Price

There is no cancellation fee for option periods. Any cancellation and related contractor claim for costs will be handled according to FAR 52.217-2, Cancellation under Multi-year Contracts (See Section I of the solicitation) and the cancellation ceilings set forth above.

(c) PRICING SCHEDULE

For purposes of price evaluation and according to the above instructions, the offeror must enter the proposed prices on the Pricing Schedules as provided below:

**Five Year Base Period:** For the base period, offeror must submit one fixed price. The price will be for providing all services as required by the RFP for an Average Daily Population (ADP) aggregated monthly (equivalent to 75% of designated federal bed space) as stated in the individual schedules. Monthly payment shall be based upon the contractor's fixed price divided by 60 (the number of months within the performance period).

**Fixed Incremental Unit Price -** Offeror must submit an incremental unit price which will apply only when the daily population exceeds 75% of the designated bed space which is 750. Population will not exceed 100% of the designated bed space except in an emergency situation as declared by the USMS.

**Option Periods -** Offeror must follow the directions provided above for each option period. Monthly payment will be based upon the contractor's fixed price divided by 60 (the number of months within the option performance period).

# CORRECTIONS CORPORATION OF AMERICA

SOLICITATION NUMBER: ODT-7-R-0001

## PRICING SCHEDULES: Annual Escalators

Site: Pantump (120 Acres)

### PRIMARY PRICING SCHEDULE (75% or 750 Beds Guaranteed for Payment):

Performance Period	Fixed Monthly Price Operation ADP of 750	Incremental Unit Price Per Detainee Day 751-1,000
Base Period: Year 1		
Base Period: Year 2		
Base Period: Year 3		
Base Period: Year 4		
Base Period: Year 5		
Option Period 1: Year 6		
Option Period 1: Year 7		
Option Period 1: Year 8		
Option Period 1: Year 9		
Option Period 1: Year 10		
Option Period 2: Year 11		
Option Period 2: Year 12		
Option Period 2: Year 13		
Option Period 2: Year 14		
Option Period 2: Year 15		
Option Period 3: Year 16		
Option Period 3: Year 17		
Option Period 3: Year 18		
Option Period 3: Year 19		
Option Period 3: Year 20		

(b) (4)

(b) (4)

### Offsite Guard Services and Transportation Services:

Estimate Hours	Unit Price/Hourly Rate*	Total Price
13,500	\$49.80	\$672,243

\* Hourly Rate is based on Wage Determination No. 05-2331 REV 03, per RFP guidance. Following any subsequent wage determinations, this hourly rate must change commensurate with the new wage determination. This rate is applicable to all offsite employees utilized to meet the requirements of this RFP and the needs of the OFDT.

	Housing and Detainee Services	Offsite Guard Services and Transportation Services	Estimate of Total Expenses
Base Period Total	\$162,998,073	\$672,243	\$163,670,316
Option Period 1 Total			
Option Period 2 Total			
Option Period 3 Total			
Total All Periods			

b (4)

UNITED STATES MARSHALS SERVICE PERFORMANCE WORK STATEMENT (PWS)  
 COMPREHENSIVE DETENTION SERVICES  
 DISTRICT OF NEVADA

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## C.1 Definitions/Acronyms

ACA: American Correctional Association.

ALDF: Performance -Based Standards for Adult Detention Facilities

ADMINISTRATIVE SEGREGATION: A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other detainees.

ALIEN: Any person who is not a citizen or national of the United States.

BOOKING: It is a procedure for the admission of an USMS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.

CLASSIFICATION: A process for determining the needs and requirements of detainees for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level and existing resources of the facility.

CLINICALLY ORDERED SECLUSION: A therapeutic intervention initiated by medical or mental health staff to use rooms designed to safely limit a patient's mobility in a crisis due to physical or mental illness (suicide watch).

CLINIC SPACE: Sufficient and suitable space, supplies and equipment available for the facility's medical, dental and mental health care services.

CONTRABAND: Any item possessed by detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures.

CONTRACTING OFFICER (CO): The Government employee empowered to award, administer, modify and terminate contracts. The only individual authorized to issue changes to this contract.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the government responsible for monitoring all technical aspects and assisting in administering the contract.

CONTRACTOR: The entity which provides the services, described in this statement of work.

CONTROL ROOM: A room that integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.

DESIGNATED MENTAL HEALTH CLINICIAN: A psychiatrist, psychologist or psychiatric social worker who is responsible for clinic mental health issues when mental health services at the facility are under a different authority than the medical services.

DETAINEE: Any person confined under the auspices and the authority of any Federal agency.

DETAINEE RECORDS: Information concerning the individual's personal and criminal history, medical

summary alerts, behavior, and activities while in custody, including, but not limited to:

- A. Detainee, Personal Property
- B. Receipts, Visitor's List, Photographs,
- C. Fingerprints, Disciplinary Infractions
- D. Actions Taken, Grievance Reports, Medical Alerts (form USM 130)
- E. Work Assignments, Program Participation,
- F. Miscellaneous Correspondence, etc.
- G. Medical Summary of Federal Prisoner/ Alien in Transit (form USM 553)

ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.

ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analysis of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.

ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

EMERGENCY: Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, medical exigency, natural disaster or other serious incident.

EMERGENCY MEDICAL CARE: Care for an acute illness or unexpected serious healthcare need that cannot be deferred until the next scheduled sick call.

FACILITY: The physical plant and grounds in which the Contractor's services are operated.

FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., Jail Administrator, Facility Director, Superintendent) who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards and the Functional Areas of the FPBDS.

FINDING OF NO SIGNIFICANT IMPACT (FONSI): Formal statement indicating that no significant effect upon the quality of the human environment will occur as a result of the proposed action(s).

FPBDS: Federal Performance Based Detention Standards

GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.

HEALTH ADMINISTRATOR: The person who by virtue of education, experience, or certification (e.g. MSN, MPH, MHA, FACHE, CCHP) is capable of assuming responsibility for arranging all levels of health care and ensuring quality and accessible health services for detainees.

HEALTH AUTHORITY (Clinical Director): The physician on-site to whom the responsibility for the facility's

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health care services has been officially designated in writing to, including arrangements for all levels of health care and the ensuring of quality and accessibility of all health services provided to detainees.

HEALTH CARE: To provide for the physical and mental well being of a population. Health care includes medical and dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions.

HEALTH-TRAINED PERSONNEL: Individuals trained in limited aspects of health care as determined by the responsible physician, and may include correctional officers and other non-health personnel.

IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

INFIRMARY: An area within the health unit accommodating patients for a period of 24 hours or more, expressly set up and operated for the purpose of caring for patients who need skilled nursing care but are not in need of hospitalization or placement in a licensed nursing facility, and whose care cannot be managed safely in an outpatient setting. It is not the area itself, but the scope of care provided that makes the bed an infirmary bed.

INFIRMARY CARE: Care provided to patients with an illness or diagnosis that requires daily monitoring, medication and/or therapy, or assistance with activities of daily living at a level needing skilled nursing intervention.

IPATS: Justice Prisoner and Alien Transportation System – Transporting/transferring Federal prisoner and Detainees

LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

MEDICAL RECORDS: Records of medical screening assessments, examinations and diagnosis maintained in accordance with guidance by the Health Authority. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; medical alert information (medical allergies, special diets, mental status); critical information from the medical record in support of current treatments/diagnoses; and, copies of standing or direct medical orders from the physician to the facility staff.

OIMS: Office of Interagency Medical Services, Prisoner Services Division, U.S. Marshals Service.

ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COTR. Duties shall include escorting and maintaining custody of detainees for hearings, USMS/ICE interviews, and any other location requested by the COTR.

PHYSICIAN: A person licensed to practice medicine in the United States, with whom the facility enters into a contractual agreement to provide health care services to the detainee population of the facility in accordance with guidance from the Health Authority.

PRISONER DAY: For prisoner population in excess of the minimum guarantee the Contractor shall charge the ODT-7-R-0001

fixed incremental unit price (FIUP). The FIUP may be charged for the day of arrival but not for the day of departure. The Contractor shall not bill the Government for any day(s) that a prisoner stays overnight outside the Contractor's facility.

QUALIFIED HEALTH CARE PROFESSIONAL: Includes physicians, physicians' assistants, nurses, nurse practitioners, dentists, mental health professionals, and others who by virtue of their education, credentials and experience are permitted by law to evaluate and care for patients.

QUALIFIED MENTAL HEALTH PROFESSIONAL: Includes psychiatrists, psychologists, psychiatric social workers, psychiatric nurses, and others who by virtue of their education, credentials, and experience are permitted by law to evaluate and care for the mental health needs of patients.

RECEIVING SCREENING: Is a process of structured inquiry and observation of all detainees being admitted, designed to obtain immediate treatment for detainees who are in need of emergency health care, identify and meet ongoing current health needs, and isolate those with communicable diseases.

RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, AED, stretchers and emergency alarms.

SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.

SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.

SPECIAL HOUSING UNIT: The space set aside within the facility for administrative and disciplinary segregation.

STANDING MEDICAL ORDERS: Written orders, by a physician, to qualified health care personnel and health trained personnel that specify the same course of treatment for each patient suspected of or having a given condition, and that specify the use and amount of prescription drugs.

TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy or training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

TRANSPORTATION AND OUTSIDE GUARD SERVICES COSTS: All materials, equipment and labor required to perform transportation and outside guard services.

**WEAPONS:** This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

## **C.2 Introduction**

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The population will be individuals charged with federal offenses and detained while awaiting trial or sentencing or hearings. The USMS and the Office of the Federal Detention Trustee (OFDT) will award a contract that allows the components of the Federal government, including the USMS, Bureau of Prisons (BOP), as well as the U.S. Immigration and Customs Enforcement (ICE) of the Department of Homeland Security (DHS), to house detainees at the facility.

The Facility shall have the capability to accommodate at least 1000 prisoners at a single site. The facility shall be located within a 75 mile radius of the Lloyd D. George - U.S. Federal Courthouse 333 Las Vegas Boulevard South, Suite 2058, Las Vegas, Nevada 89101. The facility shall also be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.). In addition, the institution shall include special housing units with a capacity of at least 10 percent of the detainee's beds at the facility. Additionally, the institution shall provide 300 secured beds within the general population.

The facility shall have five (5) sound proof video conferencing stations that permit prisoners and their attorneys to communicate in a secure manner which preserve the confidentiality of the attorney-client relationship and allow medical consultations.

Within 12 months of contract award, contract performance shall begin upon written issuance of the Notice to Proceed (NTP) signed by the CO. Upon receipt of the NTP, the contractor shall immediately begin accepting detainees. The Contractor's ability to perform in accordance with the terms of the contract will be assessed prior to issuance of the Notice to Proceed (NTP). (See Section F.2)

The initial acceptance of detainees into the facility shall be in accordance with an agreed upon plan to incrementally phase-in the detainee population. Approval for each initial increment of detainees to be admitted into the facility shall be obtained from the Contract Officer.

Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA Standards and the *Federal Performance-Based Detention Standards (FPBDS)* located at [www.usdoj.gov/ofdt/standards](http://www.usdoj.gov/ofdt/standards), shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the CO. Whether required by this PWS, elsewhere in this contract, or within the Contractor's proposal, the Contractor shall adhere to all plans requested and incorporated in the resulting contract. The Contractor does not have a right of refusal and shall take all referrals from the USMS. The Contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all the costs associated with and incurred as part of providing the services outlined in this contract.

### **C.2.1 General**

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All services and programs shall comply with the PWS and all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.), Congressional mandates, case law and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the CO shall determine the appropriate standard.

The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

Unless specified, the Contractor is required to perform in accordance with the most current editions of the Federal Performance-Based Detention Standards ([www.usdoj.gov/ofdt/standards.htm](http://www.usdoj.gov/ofdt/standards.htm)), American Correctional Association (ACA), Performance-Based Detention Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails (current edition).

The Contractor shall obtain ACA and NCCHC accreditation within 24 months of NTP and shall maintain continual compliance with all ACA standards and supplements during the performance of the contract, unless otherwise specified by the USMS. If the facility is already ACA accredited at the time of Contract Award, the offeror shall maintain accreditation for the term of the contract. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within 24 months from the NTP may result in a reduction of the contract price.

Accomplishment of some ACA standards is augmented by the FPBDS /DOJ/USMS' policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with USMS' Policy or Standards, USMS' Policy and Standards shall prevail.

This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with information or data. Post-award, the CO may formally designate the COTR to assume some of those responsibilities. The COTR does not have the authority to modify the stated terms of the contract nor to approve any action which would result in additional charges to the Government. All such changes must be made in writing by the CO.

All records related to contract performance shall be retained in a retrievable format for the duration of the contract. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract.

The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and 7989.

The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government, the DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor,

its agents, sub-contractors, employees, assignees or any one for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys fees incurred by the United States Government, the DOJ and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file. The Contractor shall notify the COTR (with copy to the CO) when a member of the United States Congress or the media requests information or requests to visit the facility. The Contractor shall coordinate all public information related issues with the COTR. All press statements and releases shall be cleared, in advance, with the COTR.

The contractor, their employees, agents, or sub-contractors shall not release any information regarding the facility population, security level, personal identifiers, or medical issues to anyone outside the USMS without express permission of the CO, COTR, or their designee. Any inquiries regarding any inmate or other matter related to the contract shall immediately be referred to the USMS. The contractor shall immediately notify the USMS of any incident where they believe information was released by their employee, agent, or sub-contractor related to a USMS' matter.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the DOJ in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

#### **C.2.2 Quality Control**

The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements of this PWS are achieved.

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor must provide a Quality Control Plan (QCP) as part of their proposal. The CO will notify the Contractor of acceptance or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain acceptance of the plan by the CO before the contract start date. The NTP will be contingent upon government approval of the QCP.

FPBDS Administration/Management Section - A.2.

The records of inspections must be kept and made available to the COTR and CO, when requested, through the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

### **C.2.3 Quality Assurance**

The Government quality assurance is comprised of the various functions, including inspection performed by the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The Government's Quality Assurance (QA) Program is not a substitute for quality control by the Contractor.

Each phase of the services rendered under this contract is subject to Government inspection both during the Contractor's operations and after completion of the tasks. When the Contractor is advised of any unsatisfactory condition(s), the Contractor shall submit a written report to the COTR addressing corrective/preventive actions taken. The COTR must check the Contractor's performance and document any non-compliance, but only the CO may take formal action against the Contractor for unsatisfactory performance. The COTR will be designated subsequent to contract award and a delegation of COTR duties and authority will be furnished to the Contractor. The Government may reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in Section E-4 "Contractor's Failure to Perform Required Services." The Government may apply various inspection and extrapolation techniques to determine the quality of service and the total payment due.

## **C.3 Administration and Management**

### **C.3.1 Information System**

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ACA Standards and the FPBDS. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. FPBDS Administration/Management Section - A.3.

### **C.3.2 Receiving and Discharge of Detainees**

The Contractor shall comply with the FPBDS on Admission and Release when entering detainee admission and release data. The search of detainees admitted to the facility or released to any authority shall include a strip search performed by Contractor staff. Persons of the same gender as the detainee shall conduct the search.

Detainees shall be fingerprinted, photographed and receive a shower, and criminal history check in accordance with the FPBDS on Admissions Documentation. The intake process shall include, at a minimum, a medical screening, to include TB testing which shall be documented on a USM-522c, and social screening prior to detainee release into the general population. A psychological screening shall be conducted within 24 hours of arrival at the facility.

The Contractor shall provide a detainee classification system that ensures detainees are classified appropriately using objective criteria and information provided on the USM-129 Prisoner Information Form and the USM-130 Prisoner Alert Form to identify special handling or separation issues, suicidal, psychiatric problems, medical problems, prescription/medication, escape risk, violent and kept physically separate from detainees in other categories and Detainees will be classified upon arrival, before being admitted to the

general population. Any difference in a detainee's classification from the prior USMS' classification, including but not limited to, segregation and special housing, requires prior approval of the USMS. FPBDS Administration/ Management Section - A.3.4a, A.4, A.5, A.6, & A.7, and Security & Control C.6

The Contractor shall prepare a USMS' 553 Medical Summary of Federal Prisoner/ Alien In-Transit form to accompany any inmates that are transferring out of the institution.

### **C.3.3 Manage and Account for Detainee Assets**

Procedures shall be established for transferring detainee funds and property upon release from the facility or transfer to another facility, or when a detainee requests a funds transfer to an outside source.

The Contractor shall ensure that all funds of detainees, who are scheduled for removal to a BOP facility, are transferred to the BOP's Clearinghouse immediately prior to release at the following address:

Federal Bureau of Prisons  
(Insert valid committed inmate name)  
(Insert inmate 8 digit registry number)  
P.O. Box 474701  
Des Moines, Iowa 50947-0001

Transfer of detainee funds shall occur within five working days upon transfer to another facility or when a detainee requests funds transfer to an outside source. If a detainee is to be released from USMS' custody, the contractor shall release all detainee funds prior to detainee's release from the facility. FPBDS Administration/Management Section - A.5.

## **C.4 Security/Control/Detainee Accountability**

### **C.4.1 Facility Security**

Policy and procedures for the key control, daily key count and control of all institutional keys, maintain record of key accountability, maintenance and security of keys and locking mechanisms shall be developed. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Policy and procedures shall require that security risk items and those classified controlled tools and equipment most likely to be used in an escape or as a weapon are not to be issued to detainees under any circumstances. A contraband control program shall be established in accordance with the ACA, ALDF and FPBDS on the control of contraband. FPBDS Security and Control Section C.

### **C.4.2 Incident Reporting**

The Contractor shall immediately report all criminal activity related to the performance of this contract to the USMS, who shall contact the appropriate law enforcement investigative agency. The Contractor shall

immediately report all serious incidents to the COTR and SDUMS by e-mail and Cellular telephone. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, sexual assault/abuse, food boycotts, work strikes, work place violence, civil disturbances/ protests); staff uses of force, assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; full or partial lock-down of the facility; escape; any security breaches weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental problems that impact the facility operations; transportation accidents if a detainee is in the vehicle . The Contractor shall provide a safe, secure, and humane environment for alleged victims of sexual assaults and detainees undergoing mental health treatment for sexual assault.

Federal Law has increased the penalties and expanded jurisdiction for sexual relations/abuse offenses in correctional facilities. The contractor shall review Title 18, USC - 2241, 2242, 2243 and 2244, as sexual conduct between corrections staff and inmates are considered a felony and punishable under United State Codes.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations.

#### **C.4.3 Detainee Disciplinary Policy**

The Contractor shall comply with the FPBDS on Disciplinary Policy. Facility authorities will take disciplinary action against any detainee that is not in compliance with the rules and procedures of the facility. FPBD Security & Controls Section C.12.

#### **C.4.4 Detainee Accountability**

A minimum of five counts will be conducted every 24 hours with at least one being a physical count, and at least one count per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center and shift supervisor's office and shall be maintained for a minimum of 30 days. If the facility failed to have an accurate count after two incorrect counts during any count period, the facility staff shall conduct a bed book count (picture count) and document the findings in the facility log book and immediately notify the COTR, SDUMS and duty officer. FPBDS Security & Controls Section C.7.

##### **C.4.4.a Detainee Separation**

The contractor shall ensure persons committed to the custody of the Attorney General under a Detention Order for confinement in a corrections facility separate, to the extent practicable, from persons awaiting or serving sentences or being held in custody pending appeal. The contractor shall review Title 18, Part II, Chapter 207, USC 3142.

#### **C.4.5 Transportation and Outside Guard Services**

##### **I Objectives**



The contractor shall be required to provide armed guards and transportation services as required by the United States Marshals Service (USMS), to transport detainees to and from hospitals, medical visits/appointments, detention facilities, JPATS sites, and provide perimeter security.

The Contractor will notify the District's Supervising Deputy U.S. States Marshal SDUSM or the Duty Officer immediately upon notification of detainee admission to the hospital facility. Prior to detainee admission to the hospital the contractor shall ensure the prisoner is admitted under the name of John or Jane Doe for security reasons. The detainee will remain in contractor custody after admission and for the duration of the hospital stay or until transferred to USMS custody at the discretion of the USMS/COTR.

- a. Contractor shall furnish the necessary security personnel to provide for the protection and safekeeping of persons held under the authority of any United States statute including the detention of persons who are non-resident or non-citizens of the United States.
- b. The contractor shall guard Federal prisoners/detainees confined to a medical facility for treatment as required.
- c. Transport/Escort Federal Prisoner to and from local medical facilities for evaluation and treatment by physicians.
- d. Transport/Escort Federal prisoners to and from physicians' offices or for treatment in hospitals.
- e. Escorting Federal prisoners to other areas of the medical facility or hospital for treatment, test, etc.
- f. Transporting/Escorting Federal prisoners between Federal and non Federal detention facilities (hereinafter) referred to simply as detention facilities and the Federal Courthouse - USMS cellblock.
- g. Transporting/Escorting Federal prisoners between detention facilities.
- h. Transporting/Escorting Federal prisoners between detention facilities and the Justice Prisoner Alien Transportation System (JPATS) airlift site.
- i. Provide guard services within Federal Courthouse, Federal buildings and the USMS cellblock.
- j. Provide perimeter security at the contact facility.
- k. Pick up new USMS arrest at the Federal Courthouse and transport back to the private facility with their court return prisoner load.
- l. Notify the COTR, SDUSM, and duty officer anytime a USMS prisoner is removed from the facility on an emergency medical transport.
- m. Anytime a USMS prisoner is transported outside of the facility the contractor shall ensure at a minimum that each prisoner will be secured in a martin chain (belly Chain), hand cuffs and leg restraints.
- n. When a USMS prisoner is admitted to the hospital the guards will call the facility and report any

room changes with their count for each of the five institution counts.

- o. The contractor shall perform other prisoner transports and productions as directed by the USMS with a 12 hour notification.

## II General Requirements

- a. The contractor shall provide adequate secured custody of prisoners requires physical control of the prisoner at all times. The physical control of prisoner exercised by the contractor shall be sufficient to prevent escape, especially when the prisoners are not contained within the confines of a holding facility (cell) and/or restrained through the use restraining devices. The contractor is responsible for maintaining constant guard, physical control and observation of the prisoner(s) at all times.
- b. The contractor shall accept all Federal prisoners offered for custody, confinement, transport, escort or protection, for the USMS, as directed by the COTR or designee. The contractor shall accept Federal prisoners at any time, day or night, and any day of the week.
- c. The contractor's personnel shall be armed unless otherwise directed by the United States Marshal or his designee. A minimum of two guards will be required when transporting prisoners.
- d. In the event of an escape or attempt escape, the United States Marshal, Duty Supervisor, or COTR must be notified IMMEDIATELY.
- e. Guards/Security personnel are not employees of the United States Government and shall not represent themselves to be employees of the Federal Government.
- f. USMS facilities that are offered for use to USMS employees are not authorized to be used by Contractor personnel (i.e., fitness center, parking facilities, etc.).
- g. The contractor shall provide conspicuous identification for all personnel utilized in the security, guarding, transporting or escorting of Federal prisoners. While performing all duties, guards shall wear business attire, unless otherwise directed by the COTR.
- h. Guards must be physically fit and medically able to perform efficiently and safely the full range of guard duties. Their general physical condition must in no way involve any defect which might become a hazard to them selves or others.
- i. The contractor shall be responsible for orientation of employees to be utilized in providing the service herein described. The orientation must be sufficient to ensure all employees understand and are capable of performing the duties outline in the terms and conditions of this contract.
- j. Any information provided to the Contractor regarding prisoners being guarded, transported, or escorted shall be treated as confidential and shall not be divulged to anyone except the COTR and/or his designee, except as otherwise provided for by State or Federal Law.
- k. The contractor shall provide a point of contact twenty-four hours a day, seven days a week. The

COTR shall be provided with a telephone number for use in contacting the Contractor's operational desk at any time of the day or night.

- I. The contractor shall provide a duty roster for all employees assigned to a specific detail. The roster shall be used for reporting the signature for each employee reporting for duty. The duty roster shall be submitted to the COTR by the contractor upon request and shall be maintained for a minimum period of one year. If required for hospital guard details, any and all activities that occur during that employee's shift relative to a specific prisoner are to be recorded in the Hospital Guard Activity Log. The Hospital Guard Activity Log shall be created and maintained by the contractor. The USMS/COTR shall approve the use and format of contractor's Hospital Guard Activity Log. The Hospital Activity Logs are to be submitted to the COTR upon completion of the hospital guard detail.
- m. The contractor shall conduct background screening as required in Section C.5.3.1 of the Performance Work Statement. (PWS). In addition to the requirements in Section C.4.5 – Section III, all armed guards shall meet the requirements in Sections 10 & 12.

### III Specific Requirements

1. All guards shall refrain from the intake of alcoholic beverages a minimum of eight hours prior reporting for duty. No alcoholic beverages or other intoxicants will be consumed while on duty.
2. The contractor may assume under normal circumstances that two guards per prisoner detail shall be sufficient for purposes of maintaining security. However, the COTR shall have the authority to determine when and if more or less than two (2) guards are necessary, and the contractor shall comply with this determination. For hospital guard details, at least one (1) guard will be of the same gender as the prisoner in custody. Additionally, the Contractor shall provide at least one (1) Spanish speaking guard, when possible, if the patient prisoner is of the Hispanic race and speaks little or no English.
3. The Contractor shall be notified by the COTR or his designee of any special instructions concerning the handling or transportation of prisoners/detainees. Under no circumstances shall any prisoner, be allowed to have visitors or outside contacts, make/receive telephone calls, or use any other electronic means of communication not approved by the United States Marshal of COTR and/or his designee. Hospital visitation by family and friends of patient prisoners shall not be permitted. The United States Marshal may authorize visits by family members under certain circumstances such as terminal or major illness. During such cases, security procedures still apply. Patient prisoners are not allowed to receive money and/or commodities, parcels, packages, mail and/or correspondence. Any such items received at the hospital will be delivered to the USMS for security inspection and clearance.
4. The Contractor shall provide other guard services as may be necessitated by operational circumstances or as directed by the United States Marshal or COTR. Such services may include assisting Deputy U.S. Marshal in transporting/escorting Federal prisoners between detention facilities and the Federal Courthouse – USMS cellblock, transporting/escorting prisoners between detention facilities and the JPATS airlift site, transporting/escorting prisoners between detention facilities and medical appointments/treatment, transporting/escorting prisoners to medical facilities or hospitals, or assisting in providing guard services within the Federal

Courthouse, Federal Courtrooms, and the USMS cellblock.

5. The Contractor shall be responsible for the purchase of guard handguns and related equipment at no cost to the Federal Government. The use and approval of type of handguns will only be required as may be directed by the COTR or his designee. Guards may use personally owned handgun. However, all guard handguns and holsters will meet the following minimum criteria:
  1. Revolvers:
    - a. Double-action, containing an internal hammer drop safety feature that is overcome when the trigger is pulled in such a manner as to fire the firearm.
    - b. Six shot minimum capacity.
    - c. .38 caliber or larger (.357 is only magnum authorized).
  2. Semi-automatic Pistol:
    - a. An internal or external mechanism, other than the trigger, that Allows the weapon to return to the double-action mode or Manufacturer's intended carry mode without allowing contact of The firing pin with the cartridge primer. The method of keeping the firing pin from striking the cartridge primer will be at least a fixed firing pin block/safety that blocks the firing pin and remains in the forward path of the firing pin until the trigger is pulled in such a manner as to fire the weapon.
    - b. Cartridge capacity of at least six rounds.
    - c. 9mm x 19mm or larger (not .380 ACP).
  3. Holsters:
    - a. Designed to be worn on the strong-side hip.
    - b. Cover the trigger guard.
    - c. Be weapon specific (i.e., be designed specifically for the weapon or family of weapons, so as to insure a proper fit).
    - d. Allow one-handed drawing and re-holstering of the weapon by the user.
    - e. The holster must not allow upward pressure on any exposed portion of the muzzle to result in ejection of the weapon (i.e., belt slide, yaqui slide, or skeletonized holsters must have a thumb-break or strap).
    - f. Secure the handgun with a minimum of one retention device in the form of a strap, thumb-break, finger-break, tension screw, or other method that retains the weapon via either a physical block or through pressure on the weapon. The retention device cannot require that the user insert his or her finger into the trigger guard to release the weapon.
6. Contractor shall test each guard semi-annually to determine his/her weapons handling proficiency. The course of fire is 210 out of a possible 300 (70%) points for primary duty handguns (USMS Policy Directive No. 2.51 FIREARMS). Retesting should occur within 60 days prior to the anniversary of the original tests. An individual shall be deemed ineligible to serve as an armed guard unless he/she successfully passes the weapons proficiency test. Upon successful completion of the test, the Contractor shall submit all weapons proficiency certifications to the COTR. The USMS shall not reimburse nor shall

the Contractor bill for any hours or related costs associated with the weapons proficiency testing.

7. The off-duty law enforcement officer shall submit to the USMS for each of his/her weapons qualifications completed by their bona fide law enforcement agency.
8. The Contractor shall be responsible for providing restraining devices to be placed on all Federal prisoners while in the Contractor's custody. The Contractor restraints shall be of Hiatt, Smith & Wesson, Peerless or American brand. Prisoners being transported and/or escorted shall be restrained using a waist chain, handcuffs, and leg irons. For security purposes, it is highly recommended that a black or blue box be used in conjunction with the waist chain and handcuff. Specialty restraints (i.e., tether & control straps, thumb cuffs, flex-cuffs, restraint chairs, etc.) will not be used unless specifically authorized by the United States Marshal. Martin Chain, Hand Cuffs and Leg Irons will remain on prisoners confined to a hospital at all times unless prior approval from the USMS. If leg irons must be removed for medical or other compelling purposes, handcuffs will be applied prior to removal of the leg irons, and handcuffs will not be removed prior to applying leg irons. Leg irons and/or handcuffs will not be removed from a prisoner undergoing medical care or when he or she bathes or showers. When compelling medical reasons dictate and upon approval of the United States Marshal, restraining devices will not be used. Leg irons will not be placed over boots.
9. Contractor shall be responsible for ensuring that all security personnel have been properly immunized and received a tuberculin skin test at no cost to the Federal Government.
10. The Contractor shall comply with the requirements of the State of Nevada.
11. Supervisors and guards will have current guard registration cards and/or State certification, or bona fide law enforcement agency identification. All armed guards will have and maintain a current permit or State certification authorizing them to carry a firearm.
12. Guards shall have the following minimum qualifications:
  - a. Armed guard - A minimum of three (3) years law enforcement experience as a law enforcement officer.
  - b. Be 21 years or older.
  - c. Speak, read, and write English.
  - d. Possess a valid driver's license.
  - e. Be emotionally stable with no past history of emotional or mental illness.
  - f. Present a respectable appearance and adhere to reasonable grooming standards as determined by the USMS.
  - g. Be free of misdemeanor or greater convictions for crimes of violence (Lautenberg Statute).
  - h. Currently not under any court restraining order.
  - i. Free from alcohol and drug dependency.
  - j. Free of illegal drug use.

- k. Trained and qualified in the use of an approved handgun.
  - l. Trained and qualified to carry Oleoresin Capsicum (OC) aerosols if applicable.
  - m. Physically able to perform the full range of duties without limitations as described in the Performance Work Statement.
12. Supervisory personnel shall meet the same criteria as specified for guards.
13. If required to perform hospital guard details, supervisory personnel shall perform an unannounced personal contact with the assigned hospital guards (s) at least once per shift, and the inspection shall be recorded & maintained in the Hospital Guard Activity Log. The USMS/COTR shall approve the use and format of contractor's Hospital Guard Activity Log. Supervisory personnel shall make on-the-spot corrections for minor deficiencies and report major discrepancies to both the Contractor and the COTR.

#### **C.4.6 Escapes**

The Contractor shall notify the appropriate USMS' Duty Officer, COTR and local Law Enforcement officials immediately of any USMS' detainee escape or attempted escape. Corrective actions shall be taken immediately and verbally communicated to the COTR. A written report of the escape or attempted escape and the remedial action shall be due within 24 hours to the COTR.

The Contractor assumes absolute liability for the escape of any federal prisoner in its custody.

Procedures shall require the contractor, on a monthly basis, to verify and update the names and phone numbers contained on the emergency notification list and checklist attached to all emergency plans for federal prisoner escapes. A copy of the updated list and checklist shall be provided to the COTR. A copy of the first notification list and checklist for escapes shall be provided to the COTR thirty days after contract award.

#### **C.4.7 Collect and Disseminate Intelligence Information**

Policy and procedures for collecting, analyzing and disseminating intelligence information regarding issues affecting safety, security and the orderly running of the facility shall be developed. This information should include, but not be limited to: gang affiliations; detainee threats domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Federal Government.

#### **C.4.8 Provide Security Inspection System**

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's Quality Control Program shall meet the requirements of FPBDS Administration/Management Section - A.2.

#### **C.4.9 Institutional Emergency Readiness**

The contractor shall submit (not later than 60 days prior to requested NTP) an institution emergency plan. The plan shall receive the concurrence of the COTR prior to implementation and shall not be modified without the written concurrence of the COTR. *The plan must contain written agreements with appropriate state and local authorities that provide for notification and requests for assistance in the event of incidents that may have an adverse impact on the community.*

The plan shall also include provisions for one or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility. Any decision by the DOJ or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Federal Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance. FPBDS Security and Control Section - C.14.

The Contractor shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this contract. The COTR, prior to issuance of the NTP, shall approve the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written approval of the CO. (Use of any chemical agents, stun technology, etc. must be covered by written policy and procedures and staff adequately trained in such use).

The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal government and the FPBDS Use of Force. FPBDS and DOJ Use of Force policy.

## **C.5 Workforce Integrity**

### **C.5.1 Facility Staff**

It is essential that all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of professionalism and personal integrity.

The Contractor shall develop written standards of conduct. These standards shall be maintained as part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures on the reporting and investigating Standards of Conduct violations. FPBDS Workforce Integrity Section - H.

### **C.5.2 Staff Resources**

The Contractor shall establish an overall written training program for all employees which incorporates, at a minimum, the training requirements set forth in the ACA standards and the FPBDS. The Contractor shall develop and implement a comprehensive staff training program addressing the institution's sexual abuse/assault prevention and intervention programs. Written policy, procedure and practice shall provide that all staff, to include volunteers, receive such training prior to entering on duty (EOD) and on an annual basis as part of the institution's in-service training plan. FPBDS Workforce Integrity Section - H.2.

Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g., case managers, counselors, psychology services staff, chaplaincy staff, correctional officers, investigator officials, health/mental health care providers, etc.).

The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-approved federal, state, or county training academy or program. The use and carrying of weapons for training shall meet all federal, state, and local laws and regulations. The training plan should be submitted at time of proposal. Any change to the Contractor's training plan is required to be submitted in writing to the COTR for review and approval prior to implementation. FPBDS Workforce Integrity Section - H.2.



### C.5.3 Personnel Requirements

The contractor shall develop and maintain a Personnel Policy Manual specific to this contract. FPBDS Workforce Integrity Section - H.

#### C.5.3.1 Employment Procedures

The Warden or designee shall be the contractor's contact person for all matters regarding the processing of contractor's personnel. Prior to employees Entering On Duty (EOD) at the facility, the contractor shall ensure the following steps are completed for each applicant, full time or part time, as listed below and provided to the COTR for forwarding to the USMS' HQ Security Office:

1. Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting Act (DOJ 555 Disclosure and Authorization Form)
2. Provide results of criminal history check (National Crime Information Center (NCIC) and National Law Enforcement Telecommunication System (NLETS) check performed on prospective employee.
3. Conduct a pre-employment interview.
4. Certify the applicant is a U.S. citizen (See below - Other Requirements)
5. Certify the applicant has met residency requirements (See below - Other Requirements)
6. Complete and submit FBI fingerprint forms
7. Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace
8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P.
9. Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S).
10. Voucher the applicant's employment record for the past five years.

The determination for employment suitability must be made using the USMS' current Guidelines of Acceptability.

Based on steps 1 - 9 and the Guidelines of Acceptability, the contractor will determine if the applicant is suitable for employment. The Warden shall certify that steps 1 - 9 have been completed with satisfactory results and submit this certification with the applicant's information through the COTR to the USMS for conditional approval. The applicant's information shall include the following: full name, date of birth, social security number and position applied for. The USMS' Security Office will perform Step 10 prior to issuing conditional approval to the COTR, who will then notify the facility. After receiving the USMS' conditional approval, the contractor shall proceed with the following steps:

11. Notify COTR within 24 hours of actual EOD and of Limited Background Investigation (LBI) initiation
12. Perform a Law Enforcement Agency Check for the past five years as part of LBI

Positions requiring the OPM Form 85P-S, or equivalent, are those employees required to carry firearms during the course of their employment.

Contractor responsibilities subsequent to EOD date:

1. Provide LBI report to COTR for review and forwarding to USMS HQ Security Office

The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work or have contact with federal detainees under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed.

Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited Background Investigations and Periodic Reinvestigation. The contractor shall make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the COTR within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames, on a case-by-case basis, may be requested from the COTR. Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report, the Warden shall forward to the COTR a written final determination regarding the employee's continued employment under this contract. A copy of the reinvestigation report results shall be attached. The contractor shall ensure all employees and full-time subcontractors are reinvestigated as prescribed in the Scope and Coverage of a Periodic Reinvestigation in Section J of the contract.

The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these records available to the USMS upon request.

#### **C.5.3.2 Waivers**

If the applicant does not meet the USMS' Guidelines of Acceptability, and is still a desirable employee, the contractor may request a written waiver to the Guidelines, submitted to the COTR, which includes:

- A. Details and circumstances of the applicant's behavior that is outside the Guidelines;
- B. Reason(s) why the applicant should receive further consideration; and;
- C. Availability of other suitable applicants.

#### **C.5.3.3 Other Requirements**

The contractor must ensure all employment practices are in accordance with U.S. Department of Labor requirements in addition to state and local requirements. Contractors are advised that the following labor requirements are applicable to this contract (not all comprehensive): Notice to the Government of Labor Disputes; Convict Labor Act; the Service Contract Act of 1965, as amended; the Contract Work Hours and Safety Standards Act - Overtime Compensation; and the Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts).

The contractor shall not employ any individual who has a felony or misdemeanor conviction of domestic violence.

The contractor shall not employ any individual who is not a United States citizen unless otherwise approved by the COTR. Citizens in the United States include those who were: born in the United States (the fifty states, the District of Columbia, Puerto Rico, Guam (since 1950), or the U. S. Virgin Islands; born outside the United States to parents who are citizens of the United States, one of which was physically present in the United States or one of its outlying possessions for a continuous period of one year at any time prior to the birth of the person (in some situations only one person has to be a citizen); naturalized as a United States Citizen; or otherwise granted citizenship under authorities described in law, beginning at 8 U.S.C. 1401.

For non-citizen applicants or subcontractors, the contractor must seek approval from the COTR. Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United States Office of Personnel Management (See <http://www.opm.gov/employ/html/citizen.htm>).

All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying for a position: (1) resided in the United States three of the past five years; (2) worked for the United States overseas in a federal or military capacity; or, (3) been a dependent of a federal or military employee serving overseas. The USMS will have final approval for non-citizen and non-residency employment for all potential employees and subcontractors.

The contractor shall maintain verification of training and experience which shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual's performance under the contract.

#### **C.5.3.4 Employment Agreement**

In the absence of a collective bargaining agreement, the contractor must enter into a written employment agreement with each employee assigned to work at the contractor's facility. This agreement must provide that, in recognition of the public safety requirements for uninterrupted services at the contractor's facility and in return for adequate consideration, including grievance procedures, the contractor employee agrees not to strike or otherwise interrupt normal operations at the contractor's facility without giving 10 days advance written notice. The contractor shall ensure that a contingency plan covering work actions or strikes is developed and maintained in a secure location. In the event the contractor negotiates collective bargaining agreements applicable to the work force under the contract, the contractor must use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause (paragraph, provision, etc.) in any subcontracts for protective services.

#### **C.5.3.5 Staffing**

The following are key personnel with respective minimum qualification requirements the contractor should consider as critical for performance of the contract. The contractor may use other titles. Contractors who propose not to provide these positions must explain how required services will be provided. Within 15 days of contract award, the contractor shall submit a written request to the COTR for conditional contractor employment approval of the, Project Coordinator, Warden(s) and Associate Warden(s). The fifteen day period may be extended for the Warden(s) and Associate Warden(s) positions, if requested in writing by the contractor and approved by the CO.

Project Coordinator - Knowledge and experience within the last five years in planning and executing similar contract requirements as contained within this PWS.

Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a secure detention and/or correctional facility. The individual shall have minimum of 10 years experience in detention or corrections with experience in the management of a detention or correctional facility at the Associate Warden level or above.

Associate Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a detention and/or correctional facility. The individual shall have minimum of 10 years experience in detention or corrections with experience in the management of a detention or correctional facility at the level of mid-management.

The essential personnel listed below are commonly referred to as department heads with the following qualification requirements considered critical for the performance of this contract: knowledge of program objectives, policies, procedures and requirements specific to their department. A minimum of five years experience specific to their department is *recommended*.

- Administrator, Religious Services
- Unit Management Team
- Chief, Detention/Correctional Services
- Computer Services Manager
- Detention/Correctional Shift Supervisors
- Intelligence Officer
- Facilities Manager/Administrator
- Food Service Administrator
- Inmate Systems/Records Office Manager
- Medical Services Administrator
- Quality Control Specialist
- Safety/Environmental Specialist

The Administrator, Religious Services shall meet the certification standards of the American Correctional Chaplains Association. FPBDS Services and Programs Section G.2.

Daily correctional staff assignment rosters which reflect both scheduled and actual assignments, by shift and for each post, shall be maintained for the facility for six years.

The Contractor shall provide to the COTR the facility's staffing plan and report annually any and all expected and existing vacancies. The initial operating staffing plan shall be maintained throughout the term of the contract which depicts the number, type and distribution of staff. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO for approval prior to implementation. The Contractor's failure to submit to the COTR their annual vacancy status report and written requests for staffing plan changes may result in a deduction on the invoice. The USMS may calculate the deduction retroactive to day one of the vacancy, excluding the days for the USMS' conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

#### C.5.3.5.a Personnel

The number, type and distribution of staff as described in the contract staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan shall be submitted to the Contract Officer (CO) for approval prior to implementation. The staffing levels shall be at times 100% of the approved staffing plan.

The Contractor failure to fill any individual position within 60 days of the vacancy may result in deduction from the monthly invoice. The CO will calculate the deduction retroactive to the day of the vacancy, excluding the days for the government conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

Each month, the contractor shall submit to the COTR current average monthly vacancy rate, and indicate any individual position that have been vacant for more than 60 days and any efforts made by the contractor to fill the vacancy.

#### **C.5.3.5.b Key Personnel**

All key personnel are full-time employees. They work on-site at the facility. Key personnel shall devote 100 percent of their working time to the federal contract. The contractor shall identify to the COTR/CO key personnel employed at the facility.

- 1) Full-time employment is 40 hours per week on-site.
- 2) The contractor shall staff three key personnel positions. They are the Warden, Associate Warden, and Project Coordinator.

The Contract Officer shall approve changes of the key personnel before they are employed in a key personnel position.

The contractor shall staff all key personnel positions throughout the performance of the contract. The contractor shall notify the COTR/CO in writing if key personnel vacate a position permanently and indicate when a replacement will be made. The notification shall occur five days after the vacancy.

#### **C.5.3.5.1 Subcontractors**

##### **Definitions:**

Full-time subcontractor - an individual performing work in the contract facility which requires performance in excess of 30 or more total days or 240 hours which can be accrued incrementally (i.e. 2 hours per week, 3 days per week) or in a one month period.

Part-time subcontractor - an individual performing work in the contract facility which requires performance of 29 total days (239 hours) or less which is accrued incrementally (i.e. 2 hours per week, 3 days per week) or 29 days. Part-time subcontractors are to be escorted at all times while in the facility or, if outside the facility, if the possibility exists of coming into contact with detainees.

The contractor shall develop written procedures for the security and supervision of subcontractors that work on this contract. The procedures shall include record keeping, identification badges and escort protocols. The contractor shall include these procedures in the contractor's personnel procedures manual.

The contractor shall complete steps 1-13, as outlined in Employment Procedures (See Section C.5.3.1) for each full-time subcontractor.

The contractor, at a minimum, must complete the following for all part-time subcontractors:

- 1) Employment Eligibility Verification form (DOJ-INS Form I-9);
- 2) Conduct criminal history background information, e.g., National Criminal Information Center (NCIC/NLETS) and law enforcement checks; and

The contractor shall use the current USMS' Guidelines of Acceptability when determining subcontractor employment. In addition, the contractor shall not hire any subcontractor, full- or part-time who, under the following circumstances:

- A. Knows any person or has any relatives who are currently incarcerated in the facility;
- B. Has any criminal charges currently pending;
- C. Is currently under any incarceration order, probation, or court supervision.

Subcontractors are required to adhere to the contractor's Standards of Conduct. The USMS retains authority to approve all subcontractors who have contact with federal detainees under the terms of this contract.

#### **C.5.3.5.2 Volunteers**

The contractor shall develop written procedures for the use, security and supervision of volunteers. The procedures shall outline record keeping, identification badges and escort protocols. The contractor shall include these procedures in the Personnel Policy Manual. FPBDS  
Workforce Integrity Section - H.2.4b

Volunteers must be 18 or older. Volunteers shall not be granted waivers for unescorted status or passes.

The contractor shall complete the following for each volunteer working in the facility:

1. Name and personal information, e.g., address, date of birth, social security number
2. FBI Fingerprint Cards
3. Conduct criminal history background information, e.g., NCIC/NLETS and law enforcement checks

The contractor, at a minimum, shall review the following: the volunteer's personal information and criminal background information (i.e., NCIC and law enforcement agency checks) to determine if the applicant is suitable, in accordance with the USMS' Guidelines of Acceptability, for entrance into the facility.

Volunteers are required to adhere to the Contractor's Standards of Conduct. The USMS retains authority to approve all volunteers who have contact with federal detainee under the terms of this contract.

#### **C.5.4 Standards of Conduct**

The contractor shall develop written Standards of Conduct on employee conduct, ethics and responsibility.

The contractor's Standards of Conduct shall include those standards defined in Section J. These standards shall be a part of the Personnel Policy Manual. The contractor shall document and ensure that all employees review the Standards of Conduct annually. In addition to employees, subcontractors and volunteers are also required to adhere to the Standards of Conduct at all times. Employees, subcontractors, and volunteers shall receive Standards of Conduct Training as part of their individual institutional familiarization and annual training. Notices explaining employee's rights to report misconduct and contact information for all investigative authorities of competent jurisdiction shall be prominently displayed.

The contractor shall refer allegations of employee, subcontractor or volunteer misconduct in accordance with procedures defined by the COTR. The contractor shall cooperate fully with the cognizant authority in any investigation of allegations misconduct. The USMS reserves its right, consistent with its obligations under applicable law, to conduct investigations of any alleged misconduct that adversely impacts the programs or operations of the DOJ and USMS including the care, custody, health and safety of detainees and USMS staff or, where applicable, the correctional institution and to withdraw final employment approval authority for any employee as warranted by Standards of Conduct violations.

The USMS may occasionally offer training in investigative techniques and the reporting of Standards of Conduct allegations. The contractor may send staff to this training at the level and numbers determined by the USMS and at the contractor's expense.

## **C.6. Health Care Services**

### **C.6.1 Health Care Services Program**

The Contractor shall ensure that detainees are provided all in house medical, dental, and mental health services in appropriate clinic and infirmary settings while meeting the applicable standards and levels of quality established by the ACA Standards for Health Services, the FPBDS and the National Commission on Correctional Health Care (NCCHC) Standards. In addition, the Contractor shall adhere to all applicable federal, state and local laws and regulations governing delivery of health services in accordance with USMS' Prisoner Health Care Standards (Pub. 100) and the USMS' Health Care policies (i.e., Reproductive Health Care for Female Prisoner's Policy 9.16, Mental Health Services for Prisoners Policy 9.18 and Prisoner Health Care Policy 9.15. Questions on standards will be resolved by the Office of Interagency Medical Services (OIMS), PSD in conjunction with the Contracting Officer. FPBDS Health Care Section B.

### **C.6.2 Health Care Service Providers**

Prior to issuance of NTP, the Contractor shall designate in writing the Health Authority (HA) for the facility that shall be responsible for the delivery of health services under the contract. Only a licensed physician may be appointed as the facility Health Authority. The HA shall have full authority to act on behalf of the Contractor on all matters relating to the operation of the health services portion of the contract.

### **C.6.3 Facility Health Care Services to Detainees**

All in house health care services shall be provided within the appropriate clinical setting. The Contractor shall establish inside medical specialty clinics (i.e. orthopedic, dermatology, cardiology, psychiatry, etc.). The types of inside medical specialty clinics offered shall be determined by a review of medical utilization data. A joint initial and annual OIMS/Contractor review shall be conducted of specialty clinic healthcare resource

needs. The Contractor in-house medical staff shall also hold chronic care clinics as appropriate (i.e. diabetes, COPD, anti-coagulation, etc.).

The contractor is responsible for the costs of all health care provided inside the contract detention facility, including prescription drugs. The Contractor shall utilize USMS established managed care provider networks where available. Where none are available, the Contractor will coordinate in advance with OIMS before establishing any local care arrangements. Where necessary, the Contractor shall establish arrangements with local health care providers to provide emergency medical care and medically necessary health care provided outside the facility. The contractor shall notify all outside medical care providers in advance that the rate of reimbursement for USMS' detainees is not to exceed Medicare rates.

The contractor is not responsible for the costs of emergency and pre-approved outside medical care provided by off-premises health care providers. The contractor shall direct all off-premises health care providers to submit bills for USMS' detainees directly to the contractor for review and submission to the appropriate USMS' District Office for certification, processing and payment to the third party providers. All medical billing incurred for ICE and BOP detainees will be directed to ICE or the BOP for review and payment.

All non-emergency outside care (i.e. medical, dental and mental health) for USMS' detainees shall require pre-authorization through the COTR in consultation with OIMS to ensure consistency with USMS' Prisoner Health Care Standards. If a USMS' National Managed Care System is established, pre-authorization will be handled through that Contractor. If pre-authorization is not obtained, the Contractor is responsible for the unauthorized medical care. Outside emergency care requires a confirmatory notification the next business day to the USMS' District Office.

The Contractor shall have written plans and procedures for providing prisoner access to medical, mental health and dental services for the facility per USMS' standards. The plans shall include, but are not limited to the following:

- 24-hour-a-day, seven day a week emergency medical care, mental health, and dental care;
- Receiving screening;
- Health appraisal examination;
- Daily triage of complaints;
- Sick call procedures;
- Special medical programs and services for, but not limited to, detainees with chronic needs or requiring convalescent care;
- Mental health care;
- Staffing/health care specialists;
- Ancillary services including radiology, laboratory, etc.;
- Routine dental services;
- Pharmaceutical services and supplies;
- Durable medical equipment;
- Pre-authorized optometry services;
- Health education;
- Medical diets;
- Infectious disease surveillance and control;
- Quality improvement program;
- Video conferencing for medical consultations.



#### **C.6.4 Detainee Health Records**

The security, consistency and format of medical records are a critical component of healthcare. The Contractor will follow all USMS' guidance on the release and transfer of detainee medical records. FPBDS Administration/Management Section – A.3

#### **C.6.5 Dental Care Services to Detainees**

An initial dental screening exam (this includes visual observation of the teeth and gums and notation of any obvious or gross abnormalities requiring immediate referral to a dentist) shall be performed within 14 days of the detainee's arrival. Routine dental or dental hygiene care other than to relieve detainees of pain and suffering are not covered. If no on-site dentist is available, a physician, physician's assistant or nurse practitioner shall conduct the initial dental screening. Outside dental services for USMS' detainees shall be pre-authorized by the COTR in consultation with OIMS. FPBDS Health Care Section – B.2.

#### **C.6.6 Mental Health Services On-site for Prisoners**

All new detainees will receive an initial mental health/psychological screening within 24 hours of arrival at the facility. The Contractor will ensure that detainees have access to psychological/psychiatric services and employ appropriate intervention measures for detainees determined to have urgent mental health related needs, to include suicide watch as ordered. The contractor must immediately notify the U.S. Marshal and OIMS when the contractor has significant concerns related to a prisoner's mental health status. All mental competency studies are to be conducted, under Federal Court order through the BOP. FPBDS Health Care Section – B.1.4, B.1.5, & B.1.5e.

#### **C.6.7 Suicide Prevention Program**

Detainees identified, as "at risk" for suicide will be promptly referred to appropriate medical and psychiatric staff for evaluation. All staff members working with detainees will receive initial training and annual refresher training on suicide prevention/monitoring. FPBDS Health Care Section – B.6.

#### **C.6.8 Infectious Disease Prevention and Control Program**

The Contractor shall have comprehensive infectious disease prevention and control program in place in accordance with the most recent CDC guidelines. The TB Prevention program shall be initiated at intake with symptoms screening. This is to be followed up with TB testing within 48 hours of intake. Prisoners that refuse to submit to TB testing are to be reported to the U.S. Marshal and OIMS immediately in order that a Federal Court order can be issued to mandate such testing. Immuno-compromised prisoners shall receive chest x-ray screening at intake. At a minimum, annual screening shall be conducted for all detainees thereafter. The infectious disease program shall be responsive to all current emerging infectious diseases. The facility will provide digital radiological services which will enable same day diagnosis. FPBDS Health Care Section – B.1.5f.

#### **C.6.9 Detainee Death**

In the event of a detainee death, the Contractor shall immediately notify the COTR, or the Duty Officer and local law enforcement officers. The Contractor shall submit a written report to the Marshal within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body. All costs associated with an autopsy are normally the responsibility of the coroner's office. The government is financially responsible for preparation and shipment of the body (if required) to the appropriate next of kin. The U.S. Marshal or his designee will ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

FPBDS Health Care Section - B.8.

#### **C.7 Food Service**

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing and managing resources to meet the operational needs of the food service program.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the FPBDS on Food Service. FPBDS Food Services Section - D.

#### **C.8 Detainee Services and Programs**

##### **C.8.1 Detainee Mail and Correspondence Service**

The Contractor shall ensure that detainees send and receive correspondence in a timely manner, subject to the limitations required for the safety, security, and orderly operation of the facility. The mail service will meet all requirements of the FPBDS on Correspondence and Other Mail. FPBDS Detainee Mail and Correspondence Section - G.10.

##### **C.8.1a Detainee Visitation**

Sufficient space shall be provided for detainee visiting. There shall be adequately designed space to permit appropriate security screening and searching of both detainees and visitors. Space shall be provided for the storage of visitors' coats, handbags, and other personal items not allowed into the visiting area. FPBDS Visitation Privileges - G.9.

The contractor shall allow legal contact visits and non contact social visits unless prior written approval from USMS. Social visits shall be non-contact, in a room designated to meet non-contact visitation integrity. Legal visits shall take place in a separate room for the attorney of records to conduct a contact legal consultation with the prisoner and shall have a security window for correctional staff observations. The contractor shall have procedures and policy to clear all visitors, including attorneys prior to those individuals visiting the detainee. The contractor shall not allow any hospital/medical, media visitation without the prior written approval of the USMS.

The contractor shall provide two private sound proof secured rooms to allow the detainees to view and/or listen in private, using Compact Disk format (CD) of legal discovery while maintaining institutional security.

#### **C.8.2 Multi-Denominational Religious Services Program**

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the FPBDS on Religious Practices. FPBDS Religious Practices Section - G.2.

#### **C.8.3 Detainee Recreation Program**

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient correctional staff members are assigned to supervise all recreation activities. FPBDS Services and Programs – Section G.5.

#### **C.8.4 Commissary**

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week.

The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Any expenditure of funds for this purpose shall only be made after approval by the COTR or CO.

ALDF - Commissary/Canteen 4-ALDF-5C-25 & 26.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

#### **C.8.5 Detainee Telephone System**

Provide detainees with reasonable and equitable access to telephones as specified in the FPBDS on Telephone Access. If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable

federal, state and local telephone regulations. Any income received by the contractor as a result of prisoner telephone calls which is in excess of expenses incurred, to include refunds/rebates from carriers, shall offset the cost of this contract. The contractor shall retain copies of any contracts between the contractor and the detainee telephone system provider(s). The contractor shall retain copies of all documentation in support of any agreement that the contractor has regarding income, refunds, rebates and other monetary or non-monetary reimbursements involving the detainee's telephone system. The contractor shall also provide copies of all invoices and other documentation of expenses incurred and incomes received in regards to the detainee's telephone system with its monthly request for contract payment and apply the credit against the monthly payment. FPBDS Services and Programs Section - G.8.

#### **C.8.6 Detainee Work Program**

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor and approved by the USMS. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service or other jobs. USMS' detainees may not be required to work. USMS' detainees may volunteer to work within the secure confines of the contract facility if they sign a waiver of their right not to work. USMS detainees with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state or federal agencies will not be considered for the volunteer program. USMS' detainees are not permitted to act as Trustees and they may not work in positions that permit unsupervised contact with segregated prisoners or detainees of the opposite sex. The USMS' detainees are restricted from operating equipment that may expose the prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens or other inmates.

USMS detainees will not have access to prisoner or employee records. In addition, the contractor will ensure that detainees who volunteer to work are denied access to prescription medications. USMS detainees must obtain required medical clearances before working in the food service areas. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations. Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands.

Volunteer detainee workers shall be paid identical rates of pay as those established by BOP Program Statement 5251.05, Inmate Work and Performance Pay Program and BOP Operations memorandum 128-90(5251) dated September 17, 1990. While this Operations Memorandum indicates that it has been cancelled, it remains in effect and has not been updated.

See Section J.

USMS detainees shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that USMS' detainees keep their living areas clean. FPBDS Services and Programs Section - G.3 & G.4.

#### **C.8.7 This Section has been Deleted and not in Use**

### C.8.8 Law Library

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the FPBDS.

Detainees shall be assisted in making confidential contact with attorneys and their authorized representatives. Such contact shall include, but not limited to, telephone communications, uncensored correspondence, and legal visits. FPBDS

### C.8.9 Translators and Bilingual Staffing

When the federal detainee population is predominantly Spanish speaking, the contractor shall ensure that its line staff is sufficient in the Spanish language. Further, the responsibility for providing necessary translators or bilingual personnel for communication with federal detainees who do not speak or comprehend the English language is with the contractor. Other than emergency situations, federal detainees shall not be used for translation services.

### C.9 Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure and humane manner. All equipment, supplies and services shall be Contractor furnished except as otherwise noted.

The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply. The institution shall provide housing configurations commensurate with the security needs of the population.

The Contractor shall provide and maintain an electronic security alarm system recording and/or video surveillance system, which will identify any unauthorized access to the institution's secure perimeter. The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

- A. The Uniform Building Code (UBC), with the state of facility location's Amendments
- B. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
- C. The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC.

No matter whether new construction or existing physical plant, fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC), should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. If the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

The facility, whether new construction or existing physical plant, shall comply with the requirements of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended. The standards for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility Standards" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities which are implemented, in whole or in part, with federal funds must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to the following acts: Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery, and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42 U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment.

The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occurs, the Contractor shall immediately report the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 C.F.R. 1910 and 1926.

**Fire Alarm Systems and Equipment** - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes. The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas. For new construction or existing physical plant, final and completed, the Contractor, prior to issuance of the NTP, shall submit design/construction documents to the CO. For all new construction, the construction schedule shall be updated to reflect current progress and submitted to the CO on a monthly

basis. DOJ/USMS' staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements.

As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the CO within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Prior to receipt of the NTP, the Contractor shall provide the COTR and CO with copies of all certificates of compliance indicating that the facility has met all applicable federal, state and local applicable codes. When these certificates are renewed or updated, copies must be provided to the COTR and CO to show continued compliance. Two copies of the as-built drawings shall be provided to the COTR later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution. FPBDS Physical Facility and Equipment Section – F.7.

The government anticipates a nominal number of staff will be on-site to monitor contract performance and manage other government interests associated with operation of the facility. The Contractor shall provide an on-site enclosed office space for USMS' staff. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The Contractor shall be responsible for all maintenance, security and costs associated with space designated for Government staff.

The Contractor shall provide no less than five (5) parking spaces for DOJ's staff use.

## **SECTION D**

### **PACKAGING AND MARKING**

**Payment for Postage and Fees.** All costs incurred by the Contractor for postage and fees required for performance of this contract shall be paid by the Contractor.

**Marking.** All information submitted to the Contracting Officer, Contracting Officer's Technical Representative shall clearly indicate the Contract Number ODT-8-C-0001.



## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

### **E.2 CONTRACTOR QUALITY CONTROL PLAN**

The contractor shall develop, maintain and submit a Quality Control Plan (QCP) delineating the contractor's quality control program/inspection system to monitor and control their performance of services required in order to meet the requirements of the PWS. The program/inspection system shall explain in detail how the contractor shall sustain the quality of providing Comprehensive Detention Services.

### **E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN**

(a) The OFDT's Quality Assurance Surveillance Program (QAP) is based on the premise that the contractor, and not OFDT, is responsible for management and quality control actions to meet the terms of the contract. The QAP procedures recognize that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the contractor to operate within acceptable quality levels.

(b) In accordance with FAR 52.246-4, Inspection of Services--Fixed-Price, each phase of the services rendered under this contract is subject to OFDT inspection both during the contractor's operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The OFDT's QAP is not a substitute for quality control by the contractor.

(c) The Contracting Officer's Technical Representatives (COTR) may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action for unsatisfactory performance.

(d) The OFDT may reduce the contractor's invoice or otherwise withhold payment for any individual item of nonconformance observed as specified below in the Contractor's Failure to Provide Services Clause. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

#### **E.4 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination Clauses. Any reductions in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

#### **E.5 FACILITY REVIEW (YEARLY)**

The facility will be reviewed at least once every twelve months in accordance with the terms of the contract. Reviews will be done on a more frequent bases if specified in the contract, or if facility performances is found to be substandard.

(a) **Review Process** - A facility review will consist of five phases: pre-review preparation, on-site review, report production, review of conclusions, and follow-up review. If the facility has programs that receive "Deficient" or "At-Risk" performance ratings, the facility will undergo a follow-up review phase. If all of the facility's reviewed programs are judged to be "Acceptable" or better, the facility review will be closed after the facility has completed any specified corrective actions and action plans.

(b) **Discovery of Deficiencies** - The review team will investigate and report on any significant and relevant problems or areas needing improvement. Review team members will also examine the status and results of corrective actions implemented by the facility after recent reviews to determine whether the deficiencies have been remedied. A deficiency is defined as "a facility or facility administration problem or weakness noted by the review team that needs to be corrected." In its broadest sense, a deficiency includes any condition needing improvement, but the term "deficiency" also can be used to describe:

- Deviations from policy or regulation
- Weaknesses in internal controls
- Lack of quality controls
- Failure to observe accepted standards of practice for a particular profession
- Lack of operating efficiency

- Failure to meet program objectives
- Nonconformance with a key standard within the Performance-Based Detention Standards

(1) For each deficiency in a program area discovered during the on-site review, the Review Team Coordinator will determine whether the deficiency is indicative of a significant finding (i.e., a glaring deficiency or pattern of deficiencies substantial enough to conclude that corrective action is required). In evaluating the seriousness, or materiality, of each deficiency, the Review Team Coordinator will consider the risk presented by the deficiency to the facility's ability to effectively conform to the Performance-Based Detention Standards.

(2) If the Review Team Coordinator concludes that the deficiency is material enough to warrant a significant finding, the review team will collect and organize evidence of the deficiency in a manner that supports the significant finding and will investigate its causes and effects for inclusion in the facility review report. Each significant finding presented in the report will describe the deficient condition(s), provide one or more examples, explain why it is deficient, detail its existing and potential effects, suggest its probable cause, and identify required (binding) and recommended (non-binding) corrective action(s) to rectify the deficiency.

(3) Deficiencies deemed by the Review Team Coordinator to be insufficiently material to justify presentation, as one or more significant findings will be disclosed in a separate section of the facility review report. This separate section will include non-binding recommendations for corrective action that the contractor will be encouraged to implement. A contractor's failure to implement a non-binding recommendation will not, by itself, cause the facility to receive a lower performance rating during its next facility review. However, if the facility exhibits worsening performance partly as a result of not implementing the recommended corrective action, it could earn a lower performance rating during the next review.

(c) **Life-Threatening Conditions and Public Safety Concerns** – Review team members will alert the Review Team Coordinator to any facility conditions that might pose a threat to detainees' lives or compromise facility security to a degree that the lives of facility staff or the public are endangered. The Review Team Coordinator, in turn, will investigate the condition further with review team members. If the Review Team Coordinator confirms the condition's severity, he or she will discuss it with the contractor as soon as possible, and will encourage the contractor to correct the condition before the on-site inspection is completed.

(d) **Fraud, Abuse, and Illegal Acts** – The review team will inform the Review Team Coordinator if it discovers any evidence of fraud, abuse, or illegal acts. The Review Team Coordinator will inform the contractor of these discoveries and will include descriptions of the offending activities in a special and prominent section of the facility review report.

(e) **Hindered Reviews** – Facility programs that cannot be adequately reviewed due to a lack of cooperation from facility staff, the staff's failure to adequately prepare for the on-site inspection, or by interference with the review itself will receive an "At-Risk" performance rating for each program that was inadequately evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible despite the hindrances. The review team will complete a review report that includes descriptions of the manner in which the review team was prohibited from completing proper program evaluation.

(f) **Cancellation of Reviews due to Unforeseen Circumstances** – Scheduled and confirmed facility reviews that cannot be conducted due to circumstances beyond the control of the facility staff or the review team (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be rescheduled for the earliest possible date. The Review Team Coordinator will inform the contractor of

the dates for the rescheduled review within 10 days of the original review's postponement. A contractor can request a facility review postponement by formally submitting this request to the Review Team Coordinator, along with an explanation of the circumstances justifying the cancellation. Facility review postponements and rescheduling will rarely occur. Each occurrence will be documented in the review file of the corresponding facility; this file will include a signed formal letter explaining why the postponement was needed.

**(g) Performance Ratings** - During a facility review, performance ratings will be assigned to the facility for each of the nine programs identified by the Performance-Based Detention Standards. The review team will use the following individual program performance ratings to assign an overall performance rating to the facility:

**Excellent:** The program conforms to the Performance-Based Detention Standards in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. The level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

**Good:** The program conforms to the Performance-Based Detention Standards in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. The level of performance in the aggregate meets the performance standards; deficiencies are minor and offset by outstanding elements of performance within the review guideline.

**Acceptable:** The program is meeting the requirements of the Performance-Based Detention Standards. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standards; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

**Deficient:** The program is unable to meet the requirements of one or more of the Performance-Based Detention Standards. Internal controls are weak, resulting in serious deficiencies in one or more areas. The level of performance in the aggregate fails to meet the performance standard; deficiencies are pervasive.

**At-Risk:** Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the Performance-Based Detention Standards and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. The level of performance in the aggregate fails to meet the performance standards; deficiencies require immediate corrective actions.

**(h) Review Conclusions:**

**(1) Review of Initial Review Report** - The Review Board will examine the initial facility review report and the recommendations produced by the review team, and will furnish the Review Team Coordinator with any changes within 10 calendar days after receiving the report. Review team members will be consulted to clarify any ratings that appear inconsistent with the report narrative.

**(2) Transmittal of Report to Contractor** - The Review Team Coordinator will make the stipulated report changes within 10 days after receiving comments from the Review Board, and will transmit the updated report to the Review Board, Contracting Officer and contractor. If no corrective actions are

required, the contractor will contact the Review Team Coordinator within 30 days to acknowledge receipt of the report, and at this time may comment on the contents of the report or the overall rating received. If corrective actions are required, the contractor will declare either agreement or disagreement with the binding recommendations in the report. If the contractor is in agreement with the findings, he/she will report back to the Review Team Coordinator on the steps taken to comply with the binding recommendations within 30 days of receiving the facility review report. For each action that the contractor does not expect to complete within 30 days, a written action plan identifying target dates for completing each major step will be developed and included in the report. The Review Team Coordinator will review the contractor administrator's response to ensure that it is complete and that all required corrective actions have been taken, or that an action plan has been developed to remedy significant findings within 90 days of the facility review report's issue. The facility Review Team Coordinator will forward all appropriate facility review documentation to the Contracting Officer, as necessary.

**(3) Appeals of Review Findings** – If the contractor disagrees with any finding, binding recommendation, or performance rating, he or she will submit a formal written appeal to the Review Board within 30 days of receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will suggest alternative methods of correcting the deficiency or of improving the program. The Review Board will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of receiving the appeal, the Review Board will decide whether to accept or deny the appeal and will send formal written notification of this decision through the Contracting Officer to the contractor and review team. If an appeal is accepted, the Review Team Coordinator will amend the facility review report to reflect approved changes. After decisions have been reached on any appeals, the Review Team Coordinator will distribute copies of the final version of the facility review report to all involved parties. The contractor will implement corrective actions and develop action plans for corrections that cannot be completed within 30 days. Corrective actions described by action plans will be completed within 90 days of the facility review report's issue.

#### **(i) Follow-up Review**

**(1) Communication of Corrective Actions Needed** – For each action that cannot be completed within 30 days, the contractor will develop a written action plan identifying target dates for completing each major step. All actions will be completed no more than 90 days after the issue of the final review report. The contractor will send the action plans to the Review Team Coordinator and Contracting Officer within 30 days of the final facility review report's issue. The Review Team Coordinator will review the action plans and will determine whether they will adequately address the underlying deficiencies.

**(2) Review of Completed Corrective Actions** – The contractor will implement all corrective actions specified in the final team report and will formally document the actions taken, sign this document, and submit it to the Review Team Coordinator or other designated monitor. After receiving documentation of completed corrective actions and action plans from the contractor, the review team will determine whether to conduct one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up inspections will be conducted within 30 days of receipt of documentation from the contractor. This inspection will focus only on the program(s) affected by the corrective actions. The Review Team Coordinator will verify that the documentation provided by the contractor is accurate and that the corrective actions taken do not reduce facility performance in other areas below an "Acceptable" level. The Review Team Coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to discuss its preliminary conclusions.

**(3) Follow-Up Review Report** – No later than 14 days after the end of the follow-up inspection, the Review Team Coordinator or monitor will prepare a formal written report presenting the results of

the follow-up review, and will submit this report to the contractor and Review Board. If no on-site review is done, the report will be completed within 30 days of receipt of documentation from the contractor. This report will indicate whether the corrective actions sufficiently improve the affected facility programs to an "Acceptable" performance level or better. If the Review Team Coordinator or monitor deems that facility changes are adequate, the follow-up review and facility review will be closed, and the Contracting Officer and the contractor will be notified of the closure. None of the performance ratings for facility programs will be altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and the next facility program reviews will be scheduled according to the procedures described previously.

**(4) Appeals of Follow-Up Conclusions** – If the Review Team Coordinator or monitor concludes that the corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an "Acceptable" performance level or better, the contractor will be given 10 days to appeal this conclusion. To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up analysis and explaining why the facility's improvements meet the corrective actions prescribed. The Review Board will weigh the appeal and issue a decision no later than 10 days after receiving it. The follow-up review report will be amended to reflect the Review Board's decision, if the Review Board agrees with the contractor's argument. The follow-up review and facility review will be closed and the Contracting Officer and the contractor will be notified of the closure. The next facility program reviews will be scheduled.

**(5) Filing and Retention of Review Report** – When a facility review is closed, all reports completed as part of the facility review—including completed and closed follow-up review reports—will be included in the facility review file. An inventory of reports other background information regarding the facility's performance that were collected from other agencies during the pre-inspection preparation phase will also be kept. The government will retain these support documents and all working documents generated during a facility review in accordance with requirements in the FAR. Only one review file and set of support documents will be retained for each facility. After the retention period has elapsed, the government will archive the working documents in accordance with government regulations.

## **E.6 INSPECTION BY REGULATORY AGENCIES**

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall respond to all requests for information and inspection or review findings by regulatory agencies.

## **E.7 PERFORMANCE EVALUATION MEETINGS**

The contractor's representatives shall meet with the COTRs and the CO on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The contractor is responsible for the preparation of the meeting minutes. The contractor's representative shall sign the written meeting minutes and OFDT's representative.

## **E.8 INSPECTION AND RECEIVING REPORT**

(a) The contractor shall prepare an original invoice plus two copies. (See Section G for invoice preparation.) The Original Invoice shall be furnished to the COTR. An additional copy of the invoice, clearly marked as an Information Copy, shall be submitted to the CO to increase efficiency in the certification process.

(b) Upon receipt of a proper invoice, the COTR will certify that the services were satisfactorily performed and forward to the CO for coordination.

## **SECTION F DELIVERIES OR PERFORMANCE**

### **F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):  
[www.arnet.gov](http://www.arnet.gov)

### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES NUMBER DATE TITLE**

52.242-15	AUG 1989	Stop-Work Order
52.242-17	APR 1984	Government Delay of Work

### **F.2 PERFORMANCE**

(a) Within 12 months of contract award, the contractor must be determined by the OFDT to be in compliance with contract requirements and capable of assuming full responsibility for performance.

This may occur earlier at the request of the contractor, but only if the OFDT determines the contractor is capable of accepting detainees.

The contractor's ability to perform in accordance with the terms of the contract will be assessed by the OFDT prior to issuance of the Notice to Proceed (NTP). The OFDT will perform numerous assessments to ensure contract compliance prior to issuance of the NTP.

In order to receive NTP, the determination of contractor compliance with contract requirements applicable to issuance of the NTP are at the discretion of the CO. The OFDT reserves its rights under the contract should the contractor fail to comply with the requirements necessary for issuance of the NTP.

Contract performance shall begin upon written issuance of the NTP signed by the CO. Acceptance of detainees by the contractor shall be immediately after the issuance of the NTP. For the purpose of this solicitation, "contract award" is defined as the date the award document is signed by the CO.

(b) The anticipated periods of performance after NTP include:

Base Period: 5 years (NTP through month 60)  
Option Year 1: 5 years (month 61 through month 120)  
Option Year 2: 5 years (month 121 through month 180)  
Option Year 3: 5 years (month 181 through month 240)

(c) The performance period of the contract shall be effective from the NTP through 60 months with the Government's unilateral right to exercise three (five-year) option periods in accordance with the terms of this contract.



**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACTING OFFICER**

Deborah M. Johnson  
Office of the Federal Detention Trustee  
4601 North Fairfax Drive, Suite 910  
Arlington, VA 20530  
Fax: 202-353-4611  
Deborah.johnson3@usdoj.gov

The Contracting Officer is responsible for directing or negotiating any changes in terms, or amounts cited in the contract. Only the Contracting Officer has the authority to:

- increase or decrease the contract amount;
- direct or negotiate and changes;
- modify or extend the period of performance;
- authorize payment under this contract;
- otherwise modify any terms or conditions of this contract.

**G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

Ms. Claudia Hill  
Office of the Federal Detention Trustee  
4601 North Fairfax Drive  
Suite 910  
Arlington, VA 20530  
Fax: 202-353-4611

**G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**  
**(JAR 2852.201-70) (JAN 1985)**

Mr. Aaron Fisher, Deputy U.S. Marshall Service, District Office, Phone: 304.379.5000, is hereby designated to as act as Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment, technical discussions to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement.

**G.4 INVOICE PREPARATION AND SUBMISSION**

In consideration for the contractor's satisfactory performance of services called for under this contract, monthly payments shall be made to the contractor at the rates identified in Section B. An appropriate invoice to be submitted to the COTR at the address listed above must include:

- Name and address of the Contractor;
- Invoice date and number;
- Contract number, contract line item number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number; and
- Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration.

#### **G.5 BILLING PROCEDURE**

(a) The Government will make payments to the Contractor on a monthly basis, promptly after receipt of an appropriate invoice.

(b) The Contractor shall provide a remittance address below:

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(b) (4) , (b) (6)

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CHANGE IN KEY PERSONNEL.**

Following contract award, any change in key personnel listed in Section C.5.3.5 (Project Coordinator, Warden and/or Associate Warden) during contract performance, is subject to the review and approval of the CO. The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing.

### **H.2 POST-AWARD PERFORMANCE CONFERENCE**

A post-award performance conference may be held prior to issuance of the Notice to Proceed. The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce OFDT and contractor staff; and resolve as many potential problems as possible before performance.

Contractor participation in the post-award performance conference will be required. The Contract Manager, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

### **H.3 INSURANCE REQUIREMENTS.**

Coverage shall be at least to the following minimum limits. If the contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

Workers' Compensation Insurance in an amount required by the law of the state in which the institution is located for all employees of the contractor;

General Liability Insurance in an amount not less than two million dollars (\$2,000,000) for each occurrence with an aggregate of at least five million dollars (\$5,000,000). Stand-alone coverage for this project is desired. However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.

Coverage shall also include medical and professional liability for nurses, doctors, attorneys, counselors, psychologists and/or social workers.

Coverage to include unlimited defense coverage in addition to limits of liability;

Automobile and other vehicle liability insurance in an amount not less than \$2,000,000 per occurrence, insurance is to be provided under a business auto form; Contractor must provide proof prior to performance date that all required insurance has been obtained. Proof of the renewal will be required on the anniversary date of the policy.

## SECTION I CONTRACT CLAUSES

### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov](http://www.arnet.gov)

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2006	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

52.222-3	JUNE 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY
		STANDARDS ACT--OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED
		VETERANS, VETERANS OF THE VIETNAM ERA,
		AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH
		DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED
		VETERANS, VETERANS OF THE VIETNAM ERA, AND
		OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE
		CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR
		AND OPTION CONTRACTS)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE
		CONTRACT ACT -- PRICE ADJUSTMENT
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND
		MATERIAL SAFETY DATA
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-11	NOV 2006	BUY AMERICAN ACT-CONSTRUCTION MATERIALS
		UNDER TRADE AGREEMENTS
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT
		AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.246-4	AUG 1996	INSPECTION OF SERVICES -- FIXED-PRICE
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER
		CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT
		CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY
		INSURANCE
52.242-13	JUL 1995	BANKRUPTCY

52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Department of Justice, OFDT and shall not be binding until so approved.

## **I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

## **I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

The Contracting Officer may exercise the option by written notice to the Contractor within the current performance period.

**I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 20 years.

**I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. (See Section J, Attachment 1)

**I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)**

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

**PART III  
SECTION J**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>	<b>No. of Pages</b>
<b>1</b>	Wage Determination SCA	<b>11</b>
<b>2</b>	Standards of Contractor Employee Conduct	<b>**</b>
<b>3</b>	Contractor Background Investigations	<b>**</b>
<b>4</b>	Contractor Business Qualifications	<b>**</b>
<b>5</b>	Small Business Subcontracting Plan	<b>7</b>
<b>6</b>	RFP Question Submittal Form	<b>**</b>
<b>7</b>	Use of Force	<b>**</b>
<b>8</b>	<u>Inmate Work and Performance Pay Program</u> and BOP Operation's Memorandum 128-90(5251)	<b>**</b>
<b>9</b>	Quality Assurance Plan	<b>**</b>
<b>10</b>	Performance-Base Detention Standards	<b>*</b>
<b>11</b>	Amendments 1-4 from Solicitation	<b>**</b>
<b>12</b>	Contractor's Technical Proposal	<b>**</b>

\* See Federal Performance-Base Detention Standards (FPBDS) at:  
<http://www.usdoj.gov/ofdt/standards.htm>

\*\* Incorporated by reference



# Attachment 1

WD 05-2331 (Rev.-5) was first posted on www.wdol.gov on 08/28/2007

\*\*\*\*\*  
\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

William W. Gross	Division of		Wage Determination No.: 2005-2331
Director	Wage Determinations		Revision No.: 5
			Date Of Revision: 08/17/2007

States: Arizona, Nevada

Area: Arizona County of Mohave  
Nevada Counties of Clark, Esmeralda, Lincoln, Nye

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.83
01012 - Accounting Clerk II	14.40
01013 - Accounting Clerk III	16.32
01020 - Administrative Assistant	19.73
01040 - Court Reporter	16.08
01051 - Data Entry Operator I	12.03
01052 - Data Entry Operator II	15.23
01060 - Dispatcher, Motor Vehicle	13.72
01070 - Document Preparation Clerk	12.73
01090 - Duplicating Machine Operator	12.73
01111 - General Clerk I	11.68
01112 - General Clerk II	13.46
01113 - General Clerk III	14.44
01120 - Housing Referral Assistant	17.15
01141 - Messenger Courier	10.77
01191 - Order Clerk I	12.53
01192 - Order Clerk II	13.86
01261 - Personnel Assistant (Employment) I	14.43
01262 - Personnel Assistant (Employment) II	16.15
01263 - Personnel Assistant (Employment) III	18.08
01270 - Production Control Clerk	17.84
01280 - Receptionist	12.02
01290 - Rental Clerk	12.93
01300 - Scheduler, Maintenance	14.63
01311 - Secretary I	14.63
01312 - Secretary II	16.08
01313 - Secretary III	17.15
01320 - Service Order Dispatcher	13.10
01410 - Supply Technician	19.73
01420 - Survey Worker	13.11
01531 - Travel Clerk I	12.28
01532 - Travel Clerk II	13.04

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01533 - Travel Clerk III	13.98
01611 - Word Processor I	13.08
01612 - Word Processor II	14.87
01613 - Word Processor III	16.62
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.16
05010 - Automotive Electrician	18.45
05040 - Automotive Glass Installer	17.87
05070 - Automotive Worker	17.87
05110 - Mobile Equipment Servicer	16.33
05130 - Motor Equipment Metal Mechanic	19.22
05160 - Motor Equipment Metal Worker	17.87
05190 - Motor Vehicle Mechanic	18.74
05220 - Motor Vehicle Mechanic Helper	15.57
05250 - Motor Vehicle Upholstery Worker	17.11
05280 - Motor Vehicle Wrecker	17.87
05310 - Painter, Automotive	18.45
05340 - Radiator Repair Specialist	17.87
05370 - Tire Repairer	15.78
05400 - Transmission Repair Specialist	19.22
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.61
07041 - Cook I	12.49
07042 - Cook II	13.61
07070 - Dishwasher	10.24
07130 - Food Service Worker	10.70
07210 - Meat Cutter	16.52
07260 - Waiter/Waitress	10.74
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	14.79
09080 - Furniture Refinisher	16.46
09090 - Furniture Refinisher Helper	15.57
09110 - Furniture Repairer, Minor	17.11
09130 - Upholsterer	16.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.24
11060 - Elevator Operator	10.24
11090 - Gardener	13.08
11122 - Housekeeping Aide	11.60
11150 - Janitor	10.82
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	11.02
11260 - Pruner	10.82
11270 - Tractor Operator	12.43
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.35
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	16.58
12012 - Certified Occupational Therapist Assistant	20.05
12015 - Certified Physical Therapist Assistant	20.05
12020 - Dental Assistant	16.41
12025 - Dental Hygienist	31.66
12030 - EKG Technician	20.54
12035 - Electroneurodiagnostic Technologist	20.54
12040 - Emergency Medical Technician	16.58

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12071 - Licensed Practical Nurse I	14.82
12072 - Licensed Practical Nurse II	16.58
12073 - Licensed Practical Nurse III	18.49
12100 - Medical Assistant	12.82
12130 - Medical Laboratory Technician	15.73
12160 - Medical Record Clerk	12.69
12190 - Medical Record Technician	14.20
12195 - Medical Transcriptionist	12.79
12210 - Nuclear Medicine Technologist	29.25
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	11.96
12224 - Nursing Assistant IV	13.42
12235 - Optical Dispenser	17.47
12236 - Optical Technician	11.36
12250 - Pharmacy Technician	14.05
12280 - Phlebotomist	13.81
12305 - Radiologic Technologist	24.35
12311 - Registered Nurse I	23.38
12312 - Registered Nurse II	28.59
12313 - Registered Nurse II, Specialist	28.59
12314 - Registered Nurse III	34.59
12315 - Registered Nurse III, Anesthetist	34.59
12316 - Registered Nurse IV	41.47
12317 - Scheduler (Drug and Alcohol Testing)	20.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.72
13012 - Exhibits Specialist II	25.28
13013 - Exhibits Specialist III	26.53
13041 - Illustrator I	20.20
13042 - Illustrator II	25.05
13043 - Illustrator III	27.64
13047 - Librarian	26.24
13050 - Library Aide/Clerk	12.32
13054 - Library Information Technology Systems Administrator	23.69
13058 - Library Technician	14.06
13061 - Media Specialist I	17.10
13062 - Media Specialist II	19.13
13063 - Media Specialist III	21.33
13071 - Photographer I	14.09
13072 - Photographer II	15.94
13073 - Photographer III	19.46
13074 - Photographer IV	23.72
13075 - Photographer V	28.79
13110 - Video Teleconference Technician	22.17
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.89
14042 - Computer Operator II	18.13
14043 - Computer Operator III	19.02
14044 - Computer Operator IV	21.07
14045 - Computer Operator V	23.32
14071 - Computer Programmer I (1)	19.96
14072 - Computer Programmer II (1)	24.72
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62

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14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.89
14160 - Personal Computer Support Technician	21.07
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.11
15020 - Aircrew Training Devices Instructor (Rated)	30.38
15030 - Air Crew Training Devices Instructor (Pilot)	33.42
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.18
15070 - Flight Instructor (Pilot)	33.42
15080 - Graphic Artist	23.97
15090 - Technical Instructor	18.88
15095 - Technical Instructor/Course Developer	23.09
15110 - Test Proctor	15.24
15120 - Tutor	15.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.73
16030 - Counter Attendant	10.73
16040 - Dry Cleaner	13.88
16070 - Finisher, Flatwork, Machine	10.73
16090 - Presser, Hand	10.73
16110 - Presser, Machine, Drycleaning	10.73
16130 - Presser, Machine, Shirts	10.73
16160 - Presser, Machine, Wearing Apparel, Laundry	10.73
16190 - Sewing Machine Operator	14.93
16220 - Tailor	15.99
16250 - Washer, Machine	11.77
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.93
19040 - Tool And Die Maker	21.88
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.94
21030 - Material Coordinator	17.84
21040 - Material Expediter	17.84
21050 - Material Handling Laborer	11.83
21071 - Order Filler	13.11
21080 - Production Line Worker (Food Processing)	15.09
21110 - Shipping Packer	14.22
21130 - Shipping/Receiving Clerk	13.91
21140 - Store Worker I	14.37
21150 - Stock Clerk	17.95
21210 - Tools And Parts Attendant	15.14
21410 - Warehouse Specialist	15.14
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.37
23021 - Aircraft Mechanic I	23.21
23022 - Aircraft Mechanic II	24.37
23023 - Aircraft Mechanic III	25.59
23040 - Aircraft Mechanic Helper	18.80
23050 - Aircraft, Painter	22.70
23060 - Aircraft Servicer	20.66
23080 - Aircraft Worker	21.58
23110 - Appliance Mechanic	20.19
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	27.13
23130 - Carpenter, Maintenance	20.18
23140 - Carpet Layer	20.89

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23160 - Electrician, Maintenance	23.57
23181 - Electronics Technician Maintenance I	18.21
23182 - Electronics Technician Maintenance II	24.45
23183 - Electronics Technician Maintenance III	26.93
23260 - Fabric Worker	18.43
23290 - Fire Alarm System Mechanic	21.51
23310 - Fire Extinguisher Repairer	17.46
23311 - Fuel Distribution System Mechanic	21.14
23312 - Fuel Distribution System Operator	17.96
23370 - General Maintenance Worker	17.87
23380 - Ground Support Equipment Mechanic	23.21
23381 - Ground Support Equipment Servicer	20.66
23382 - Ground Support Equipment Worker	21.58
23391 - Gunsmith I	16.89
23392 - Gunsmith II	19.35
23393 - Gunsmith III	21.41
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.74
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.47
23430 - Heavy Equipment Mechanic	24.09
23440 - Heavy Equipment Operator	23.58
23460 - Instrument Mechanic	23.91
23465 - Laboratory/Shelter Mechanic	20.40
23470 - Laborer	12.72
23510 - Locksmith	19.47
23530 - Machinery Maintenance Mechanic	24.51
23550 - Machinist, Maintenance	20.67
23580 - Maintenance Trades Helper	18.96
23591 - Metrology Technician I	23.40
23592 - Metrology Technician II	24.56
23593 - Metrology Technician III	25.80
23640 - Millwright	19.17
23710 - Office Appliance Repairer	20.43
23760 - Painter, Maintenance	21.22
23790 - Pipefitter, Maintenance	23.32
23810 - Plumber, Maintenance	22.62
23820 - Pneudraulic Systems Mechanic	21.41
23850 - Rigger	21.74
23870 - Scale Mechanic	19.38
23890 - Sheet-Metal Worker, Maintenance	27.44
23910 - Small Engine Mechanic	17.87
23931 - Telecommunications Mechanic I	21.27
23932 - Telecommunications Mechanic II	25.08
23950 - Telephone Lineman	21.85
23960 - Welder, Combination, Maintenance	20.67
23965 - Well Driller	21.41
23970 - Woodcraft Worker	21.41
23980 - Woodworker	16.81
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.74
24580 - Child Care Center Clerk	17.75
24610 - Chore Aide	9.73
24620 - Family Readiness And Support Services Coordinator	14.26
24630 - Homemaker	19.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.25

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25040 - Sewage Plant Operator	24.95
25070 - Stationary Engineer	23.25
25190 - Ventilation Equipment Tender	18.82
25210 - Water Treatment Plant Operator	24.95
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.62
27007 - Baggage Inspector	11.09
27008 - Corrections Officer	22.73
27010 - Court Security Officer	21.51
27030 - Detection Dog Handler	18.62
27040 - Detention Officer	22.73
27070 - Firefighter	21.84
27101 - Guard I	11.09
27102 - Guard II	18.62
27131 - Police Officer I	22.83
27132 - Police Officer II	26.49
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.87
28042 - Carnival Equipment Repairer	12.49
28043 - Carnival Equipment Worker	10.24
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.52
28350 - Park Attendant (Aide)	14.09
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	13.62
28630 - Sports Official	11.17
28690 - Swimming Pool Operator	18.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.92
29020 - Hatch Tender	21.92
29030 - Line Handler	21.95
29041 - Stevedore I	21.04
29042 - Stevedore II	25.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	14.99
30022 - Archeological Technician II	16.76
30023 - Archeological Technician III	20.82
30030 - Cartographic Technician	25.74
30040 - Civil Engineering Technician	24.83
30061 - Drafter/CAD Operator I	18.48
30062 - Drafter/CAD Operator II	20.82
30063 - Drafter/CAD Operator III	23.17
30064 - Drafter/CAD Operator IV	25.51
30081 - Engineering Technician I	14.00
30082 - Engineering Technician II	16.87
30083 - Engineering Technician III	23.33
30084 - Engineering Technician IV	24.00
30085 - Engineering Technician V	28.41
30086 - Engineering Technician VI	34.46
30090 - Environmental Technician	24.02
30210 - Laboratory Technician	21.63
30240 - Mathematical Technician	25.74
30361 - Paralegal/Legal Assistant I	18.18
30362 - Paralegal/Legal Assistant II	19.47

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30363 - Paralegal/Legal Assistant III	24.30
30364 - Paralegal/Legal Assistant IV	29.37
30390 - Photo-Optics Technician	25.74
30461 - Technical Writer II <del>1 1/2 1 1/2 1 1/2 1 1/2</del>	
19.95	
30462 - Technical Writer II	24.40
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.47
30621 - Weather Observer, Senior (2)	22.72
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.60
31030 - Bus Driver	17.32
31043 - Driver Courier	14.24
31260 - Parking and Lot Attendant	11.11
31290 - Shuttle Bus Driver	15.69
31310 - Taxi Driver	12.92
31361 - Truckdriver, Light	13.55
31362 - Truckdriver, Medium	15.32
31363 - Truckdriver, Heavy	18.57
31364 - Truckdriver, Tractor-Trailer	18.57
99000 - Miscellaneous Occupations	
99030 - Cashier	10.29
99050 - Desk Clerk	12.74
99095 - Embalmer	22.64
99251 - Laboratory Animal Caretaker I	11.36
99252 - Laboratory Animal Caretaker III <del>1 1/2 1 1/2</del>	
12.50	
99310 - Mortician	22.64
99410 - Pest Controller	13.99
99510 - Photofinishing Worker	13.52
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	17.39
99730 - Refuse Collector	15.00
99810 - Sales Clerk	11.85
99820 - School Crossing Guard	12.50
99830 - Survey Party Chief	28.59
99831 - Surveying Aide	16.26
99832 - Surveying Technician	22.30
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	17.45
99842 - Vending Machine Repairer Helper	15.19

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

## Attachment 1

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.



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A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

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The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi))

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

## Attachment 1

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT #5  
SMALL BUSINESS SUBCONTRACTING PLAN MODEL

**CONTRACTOR:** Corrections Corporation of America (CCA)

**ADDRESS:** 10 Burton Hills Boulevard

Nashville, Tennessee 37215

**SOLICITATION/CONTRACT NUMBER:** ODT-7-R-0001

**CONTRACT VALUE:** BASE \_\_\_\_\_ OPTIONS \_\_\_\_\_

**EXPIRATION DATE:** BASE \_\_\_\_\_ OPTIONS \_\_\_\_\_

**PRINCIPAL PRODUCT OR SERVICE:** Design/Construction and Detention/Corrections Management

**Date** August 14, 2007

\*\*\*\*\*

**Overview:**

Federal Acquisition Regulation (FAR), subpart 19.708(b) prescribes the use of clause FAR 52.219-8, entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats may be acceptable. However, failure to include the essential information as exemplified in this model may cause either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns.

**1. Type of Plan (Check One)**

\_\_\_\_\_ Individual Contract Plan (A subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract).

☒ Master Plan (A subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans).

\_\_\_\_\_ Commercial Plan (A subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof).

**2. Subcontracting Goals:** State separate dollar and percentage goals for small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in the following format:

Percentage of Dollars to be  
Planned Subcontracting Dollars

Goals for Small Business

Goals for Veteran-Owned Small  
Business

Goals for HUBZone Small  
Business

Goals for Small Disadvantaged  
Business

Goals for Women-Owned Small  
Business

Dollars

Percent

--	--

(b) (4)

(See sample below)

--

(b) (4)

**SAMPLE**

	<u>Dollars</u>	<u>Percent</u>
-Total Subcontracting Dollars	<u>\$4,000,000</u>	<u>100%</u>
-To Large Business	<u>\$1,000,000</u>	<u>25%</u>
-To Small Business	<u>\$3,000,000</u>	<u>75%</u>
-To Veteran-Owned Small Business	<u>\$ 800,000</u>	<u>20%</u>
-To HUBZone Small Business	<u>\$ 800,000</u>	<u>20%</u>
-To Small Disadvantaged Business	<u>\$1,000,000</u>	<u>25%</u>
-To Small Women-Owned Business	<u>\$ 400,000</u>	<u>10%</u>

(For a contract with options provide a separate statement for the basic contract and individual statements for each option year.)

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

**Total Subcontracting Dollars**

Base Year

1st Option Year

Dollars

Percent

\$

\$

(b) (4)

3. The following principal products and/or services will be subcontracted under this contract (include the name of subcontractor), and the distribution among small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns are as follows: .

(Products/services planned to be subcontracted to small business concerns are identified by \*, veteran-owned small business by \*\*, HUBZone small business by \*\*\*, small disadvantaged business by \*\*\*\*, and women-owned small business concerns by \*\*\*\*\*)

(b) (4)

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

4. The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted to small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns were determined.

See #5 for methodology.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

5. The following is a description of the method used to identify potential sources to be subcontracted to small business, veteran-owned small business, HUBZone small business and small disadvantaged business, and women-owned small business concerns.

*(E.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small disadvantage, and women-owned small business trade associations)*

(b) (4)

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

6. Indirect costs are included in the subcontracting goals specified in paragraph 2 (check one):

  √   yes        no

If "yes," describe the method used in determining the proportionate share of indirect cost to be incurred with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business and concerns:

(b) (4)

7(a). The following individual employed by the offeror will administer the offeror's subcontracting program:

Name: Lou Marasco, C.P.M. (initially and with assistance from Diane Adkinson, Purchasing Administrator, then will be transitioned to the facility business manager)

Title: Managing Director, Purchasing

Address: 10 Burton Hills Boulevard, Nashville, Tennessee 37215

Telephone: 615-263-3211 Fax: 615-263-3219 E-mail: lou.marasco@correctionscorp.com

(b) The following is a description of the duties of the individual assigned to administer the firm's subcontracting program:

Duties: The individual will be responsible for the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- (1) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
- (2) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (3) Assuring inclusion of small and small business and small disadvantage business concerns in all solicitations for products or services which they are capable of providing.
- (4) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small and small disadvantage business participation.
- (5) Ensuring periodic rotation of potential subcontractors on bidders lists.
- (6) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (7) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (8) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (9) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (10) Monitoring attainment of proposed goals.
- (11) Preparing and submitting periodic subcontracting reports.





schedule is as follows:

Calendar Period	Report Due	Due Date
10/01 through 03/31	SF-294	04/30
04/01 through 09/30	SF-294	10/30
10/01 through 09/30	SF-295	10/30

11. The offeror agrees to maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Source lists, guides and other data identifying small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns

(b) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(c) On a contract-by-contract basis, records on each subcontract solicitations resulting in an award over \$100,000, indicating:

(1) whether small business concerns were solicited, and if not, why not;

(2) whether veteran-owned small business concerns were solicited, and if not, why not;

(3) whether HUBZone small business concerns were solicited, and if not, why not;

(4) whether small disadvantaged business concerns were solicited, and if not, why not;

(5) whether women-owned small business concerns were solicited, and if not, why not; and if applicable, the reason why award was not made to a small business concern.

(d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc.; Attendance at small and minority business procurement conferences and trade fairs; and Veteran service organizations.

(e) Records of internal guidance and encouragement provided to buyers: workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor.

(g) Records to be maintained in addition to the above are as follows:

(b) (4)

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

**SIGNATURE PAGE**

This Subcontracting Plan was Submitted By:

Signature: Lucibeth Mayberry

Typed Name: Lucibeth Mayberry

Title: Vice President, Research, Contracts and Proposals

Date: August 14, 2007

Telephone: 615-263-3246 Fax: 615-263-3090 E-mail: lucibeth.mayberry@correctionscorp.com

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Plan Approved by the Office of the Federal Detention Trustee

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_


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**Representations and certifications provided by vendors through ORCA may be supplemented by information submitted to the Government in response to a specific solicitation.**

Company Name: CORRECTIONS CORPORATION OF AMERICA

DUNS: 159734151

Certification Validity:

From: 10/08/2007 05:07:40 PM (EST)

To: 10/08/2008 05:07:40 PM (EST)

By submitting this certification, I, **Damon T Hininger**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **CORRECTIONS CORPORATION OF AMERICA** in any of the above representations or certifications to the Government.

Provision	
52.203-2	Certificate of Independent Price Determination
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business (Other Than Small Business)
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
52.212-3	Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2)
52.214-14	Place of Performance - Sealed Bidding
52.215-6	Place of Performance
52.219-1	Small Business Program Representations (Alternate 1)
52.219-2	Equal Low Bids
52.219-19	Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
52.219-21	Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
52.219-22	Small Disadvantaged Business Status (Alternate 1)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-48	Exemption from Application of Service Contract Act Provisions - Contractor Certification
52.223-4	Recovered Material Certification
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate 1 only)
52.223-13	Certification of Toxic Chemical Release Reporting

52.225-2	Buy American Act Certificate
52.225-4	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate
52.225-6	Trade Agreements Certificate
52.225-18	Place of Manufacture
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-6	Royalty Information (Alternate 1)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software

**READ ONLY**

- ☒ Vendor will provide information with specific offers to the Government.  
☐ I certify that I have read and understand the provision.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of  
Provision)      [Back to Top](#)

**READ ONLY**

- ☒ Vendor will provide information with specific offers to the Government.  
☐ I certify that I have read and understand the provision.

**52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment

Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**(End of  
Provision)      Back to Top**

**READ ONLY**

☒ **Vendor will provide information with specific offers to the Government.**

☐ **I certify that I have read and understand the provision.**

**52.227-6 Royalty Information (Apr 1984)**

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**Alternate I (Apr 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**(End of  
Provision)      Back to Top**

**52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those Prices
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Todd Mullenger, Treasurer**
  - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**(End of  
Provision)**

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### **52.204-3 Taxpayer Identification (Oct 1998)**

#### **(a) Definitions**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
- ☒ TIN on file with CCR.
  - ☐ TIN has been applied for.
  - TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
- ☐ Offeror is an agency or instrumentality of a foreign government; ,
- ☐ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

- ☐ sole proprietorship;
- ☐ Partnership;
- ☒ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other

## (f) Common parent.

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name: N/A

TIN: **TIN not on File with ORCA**(End of  
Provision)[Back to Top](#)**52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of  
Provision)[Back to Top](#)**52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

- (A) Are ☐ Are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ Have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ Are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i) (B) of this provision.

(ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of  
Provision)      Back to Top

### **52.212-3 Offeror Representations and Certifications –Commercial Items (Alternate 1 & 2) (Aug 2007)**

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;



- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
  - (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (3) Taxpayer Identification Number (TIN).
    - ☒ TIN on file with CCR.
    - ☐ TIN has been applied for.
    - TIN is not required because:
      - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
      - ☐ Offeror is an agency or instrumentality of a foreign government; ,
      - ☐ Offeror is an agency or instrumentality of the Federal Government.
  - (4) Type of organization
    - ☐ sole proprietorship;

- ☐ Partnership;
- ☒ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other

## (5) Common parent.

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name: N/A

TIN: **TIN not on File with ORCA**

## (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

- (1)\* Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

- (2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

- (3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern. (See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

- (4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (5)\* Women-owned small business concern. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). The offeror represents that it ☐ is ☒ is not a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

**State Eligible Labor Surplus: Civil Jurisdictions Included:**

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

- (i) The offeror represents as part of its offer that it ☐ is ☐ is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

- (ii) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees      Average Annual Gross Revenues

- |  |   |
|--|---|
| <input type="checkbox"/> 50 or fewer           | <input type="checkbox"/> \$1 million or less          |
| <input type="checkbox"/> 51-100                | <input type="checkbox"/> \$1,000,001-\$2 million      |
| <input type="checkbox"/> 101-250               | <input type="checkbox"/> \$2,000,001-\$3.5 million    |
| <input type="checkbox"/> 251-500               | <input type="checkbox"/> \$3,500,001-\$5 million      |
| <input type="checkbox"/> 501-750               | <input type="checkbox"/> \$5,000,001-\$10 million     |
| <input type="checkbox"/> 751-1,000             | <input type="checkbox"/> \$10,000,001-\$17 million    |
| <input checked="" type="checkbox"/> Over 1,000 | <input checked="" type="checkbox"/> Over \$17 million |

- (9) (i) General. The offeror represents that either-

- (A) ☐ is ☒ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has ☒ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ].

- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-

- (i) It ☐ is It ☒ is not a HUBZone small business concern listed, on the date of this representation, on

the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It ☐ is It ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

- (i) It ☒ has It ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☒ has It ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

- (i) It ☒ has developed and has on file, It ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Description:	Country of Origin:
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- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements— Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act— Free Trade Agreements—Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Description:	Country of Origin:
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- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products:

**Description: Country of Origin:**

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

**Description: Country of Origin:**

- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

**Description: Country of Origin:**

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:

**Description: Country of Origin:**

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) ☐ are ☒ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have ☒ Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ are ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i)

Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation

that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

**Listed End Products    Listed Country of Origin**

Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chillies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

**FSC Code: Place of Manufacture:**

- (k) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

#### Alternate I (Apr 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

- (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

#### Alternate II (Oct 2000)

As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

- (iii) Address. The offeror represents that its address ☐ is, ☒ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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#### **52.214-14 Place of Performance-Sealed Bidding (Apr 1985)**

- (a) The bidder, in the performance of any contract resulting from this solicitation, ☒ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

## Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):
Taft Correctional Facility, 1500 Cadet Road, Taft, Kern Co., CA 93268	US Gov't Owned/CCA operated	10 Burton Hills Boulevard, Nashville, Davidson Co., TN 37215-6105

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**52.215-6 Place of Performance (Oct 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☒ intends ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

## Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):
Taft Correctional Facility, 1500 Cadet Road, Taft, Kern Co., CA 93268	US Gov't Owned/CCA operated	10 Burton Hills Boulevard, Nashville, Davidson Co., TN 37215-6105

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**52.219-1 Small Business Program Representations (May 2004)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern (see below).

\*\*

NAICS:	Description:	Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (See Below)

		Women-Owned
--	--	-------------



NAICS:	Description:	Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

*\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*

*\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and

operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

### Alternate I (Apr 2002)

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

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### 52.219-2 Equal Low Bids (Oct 1995)

- (a) This provision applies to small business concerns only

- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

**State Eligible Labor Surplus: Civil Jurisdictions Included:**

- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

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#### **52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)**

- (a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror ☐ is ☐ is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
561210	FACILITIES SUPPORT SERVICES	No

- (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees      Average Annual Gross Revenues

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51-100      | <input type="checkbox"/> \$1,000,001-\$2 million   |
| <input type="checkbox"/> 101-250     | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500     | <input type="checkbox"/> \$3,500,001-\$5 million   |
| <input type="checkbox"/> 501-750     | <input type="checkbox"/> \$5,000,001-\$10 million  |
| <input type="checkbox"/> 751-1,000   | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

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#### **52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

## Number of Employees Average Annual Gross Revenues

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51-100      | <input type="checkbox"/> \$1,000,001-\$2 million   |
| <input type="checkbox"/> 101-250     | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500     | <input type="checkbox"/> \$3,500,001-\$5 million   |
| <input type="checkbox"/> 501-750     | <input type="checkbox"/> \$5,000,001-\$10 million  |
| <input type="checkbox"/> 751-1,000   | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

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**52.219-22 Small Disadvantaged Business Status (Oct 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

## (b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- ☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
  - (A) No material change in disadvantaged ownership and control has occurred since its certification;
  - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- ☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**Alternate 1 (Oct 1998)**

As prescribed in 19.307(b) 19.308(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address ☐ is ☒ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a

Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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#### 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chillies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

- (c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

- ☒ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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#### 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It ☒ has It ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ☒ has It ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors,

will be obtained before subcontract awards.

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#### **52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that-

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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#### **52.222-48 Exemption from Application of Service Contract Act Provisions – Contractor Certification (June 2006)**

- (a) The following certification shall be checked:

##### **Certification**

The offeror certifies ☐ does not certify ☒ that -

- (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;
  - (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and
  - (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.
- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

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#### **52.223-4 Recovered Material Certification (Oct 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

☒ CORRECTIONS CORPORATION OF AMERICA certifies compliance with 52.223-4

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## **52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products**

### **Alternate I (Aug 2000)**

As prescribed in 23.406(b), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

### **Certification**

☒ I, Damon T. Hininger, VP, Federal Customer Relations (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Submission of this ORCA record serves as the signature for this Certification

[Signature of the Officer or Employee]

Damon T. Hininger

[Typed Name of the Officer or Employee]

VP, Federal Customer Relations

[Title]

CORRECTIONS CORPORATION OF AMERICA

[Name of Company, Firm, or Organization]

10/08/2007 05:07:40 PM

[Date]

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## **52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- ☒ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:  
(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

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#### 52.225-2 Buy American Act Certificate (June 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

**Description: Country of Origin:**

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

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#### 52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Aug 2007)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

**Description: Country of Origin:**

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

**Description: Country of Origin:**

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

#### Alternate I (Jan 2004)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this



solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description:	Country of Origin:
--------------	--------------------

#### Alternate II (Jan 2004)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Description:	Country of Origin:
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#### 52.225-6 Trade Agreements Certificate (Jan 2005)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:
- | Description: | Country of Origin: |
|--------------|--------------------|
|--------------|--------------------|
- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

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#### 52.225-18 Place of Manufacture. (Sept 2006)

- (a) *Definitions.* As used in this clause-
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
- (1) FSC 5510, Lumber and Related Basic Wood Materials;
  - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
  - (3) FSG 88, Live Animals;
  - (4) FSG 89, Food and Related Consumables;
  - (5) FSC 9410, Crude Grades of Plant Materials;
  - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
  - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
  - (8) FSC 9610, Ores;
  - (9) FSC 9620, Minerals, Natural and Synthetic; and
  - (10) FSC 9630, Additive Metal Materials.
- "Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products

manufactured outside the United States); or

(2) ☐ Outside the United States.

**FSC Code:** **Place of Manufacture:**

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## **52.226-2 Historically Black College or University and Minority Institution Representation (May 2001)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it-

- ☐ is ☒ is not a historically black college or university;
- ☐ is ☒ is not a minority institution.

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## **52.227-15 Representation of Limited Rights Data and Restricted Computer Software (May 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☒ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

**Offender Management System/Data, Prisoner Extradition and Control System/Data, Microsoft Outlook Database, Touchworks, JD Edwards Enterprise Planning System/Data, Kronos Time and Attendance System/Data**

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled

"Rights in Data-General."

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